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ORIGINAL

150 N. Riverside Plaza, Suite 3000, Chicago, IL 60606-1599 • 312.819.1900

August 17, 2017

Anne M. Cooper
(312) 873-3606
(312) 819-1910 fax
acooper@polsinelli.com

RECEIVED

AUG 21 2017

FEDERAL EXPRESS

Michael Constantino
Supervisor, Project Review Section
Illinois Department of Public Health
Health Facilities and Services Review Board
525 West Jefferson Street, Second Floor
Springfield, Illinois 62761

HEALTH FACILITIES &
SERVICES REVIEW BOARD

Re: Application for Permit – Alpine Dialysis

Dear Mr. Constantino:

I am writing on behalf of DaVita Inc. and Total Renal Care, Inc. (collectively, "DaVita") to submit the attached Application for Permit to establish an 8-station dialysis facility in Rockford, Illinois. For your review, I have attached an original and one copy of the following documents:

1. Check for \$2,500 for the application processing fee;
2. Completed Application for Permit;
3. Copies of Certificate of Good Standing for the Applicants;
4. Authorization to Access Information;
5. Physician Referral Letter; and
6. Request for expedited review of the Application.

Thank you for your time and consideration of DaVita's application for permit. If you have any questions or need any additional information to complete your review of the DaVita's application for permit, please feel free to contact me.

Sincerely,

Anne M. Cooper

Attachments

polsinelli.com

Atlanta Boston Chicago Dallas Denver Houston Kansas City Los Angeles Nashville New York Phoenix
St. Louis San Francisco Silicon Valley Washington, D.C. Wilmington

Polsinelli LLP in California

ILLINOIS HEALTH FACILITIES AND SERVICES REVIEW BOARD
APPLICATION FOR PERMITORIGINAL
RECEIVED

SECTION I. IDENTIFICATION, GENERAL INFORMATION, AND CERTIFICATION

AUG 21 2017

This Section must be completed for all projects.

Facility/Project Identification

HEALTH FACILITIES &
SERVICES REVIEW BOARD

Facility Name:	Alpine Dialysis		
Street Address:	3157 South Alpine Road		
City and Zip Code:	Rockford, Illinois 61109		
County:	Winnebago	Health Service Area: 1	Health Planning Area: 1

Applicant(s) [Provide for each applicant (refer to Part 1130.220)]

Exact Legal Name:	DaVita Inc.
Street Address:	2000 16 th Street
City and Zip Code:	Denver, CO 80202
Name of Registered Agent:	Illinois Corporation Service Company
Registered Agent Street Address:	801 Stevenson Drive
Registered Agent City and Zip Code:	Springfield, Illinois 62703
Name of Chief Executive Officer:	Kent Thiry
CEO Street Address:	2000 16 th Street
CEO City and Zip Code:	Denver, CO 80202
CEO Telephone Number:	(303) 405-2100

Type of Ownership of Applicants

- | | |
|--|--|
| <input type="checkbox"/> Non-profit Corporation | <input type="checkbox"/> Partnership |
| <input checked="" type="checkbox"/> For-profit Corporation | <input type="checkbox"/> Governmental |
| <input type="checkbox"/> Limited Liability Company | <input type="checkbox"/> Sole Proprietorship |
| | <input type="checkbox"/> Other |

- o Corporations and limited liability companies must provide an Illinois certificate of good standing.
- o Partnerships must provide the name of the state in which they are organized and the name and address of each partner specifying whether each is a general or limited partner.

APPEND DOCUMENTATION AS ATTACHMENT 1 IN NUMERIC SEQUENTIAL ORDER AFTER THE LAST PAGE OF THE APPLICATION FORM.

Primary Contact [Person to receive ALL correspondence or inquiries]

Name:	Tim Tincknell
Title:	Administrator
Company Name:	DaVita Inc.
Address:	2484 North Elston Avenue, Chicago, Illinois 60647
Telephone Number:	773-278-4403
E-mail Address:	timothy.tincknell@davita.com
Fax Number:	866-586-3214

Additional Contact [Person who is also authorized to discuss the application for permit]

Name:	Lynanne Hike
Title:	Regional Operations Director
Company Name:	DaVita Inc.
Address:	622 Roxbury Road, Rockford, Illinois 61107
Telephone Number:	815-543-8015
E-mail Address:	lynanne.hike@davita.com
Fax Number:	855-616-4279

ILLINOIS HEALTH FACILITIES AND SERVICES REVIEW BOARD APPLICATION FOR PERMIT

SECTION I. IDENTIFICATION, GENERAL INFORMATION, AND CERTIFICATION

This Section must be completed for all projects.

Facility/Project Identification

Facility Name:	Alpine Dialysis		
Street Address:	3157 South Alpine Road		
City and Zip Code:	Rockford, Illinois 61109		
County:	Winnebago	Health Service Area: 1	Health Planning Area: 1

Applicant(s) [Provide for each applicant (refer to Part 1130.220)]

Exact Legal Name:	Total Renal Care, Inc.
Street Address:	2000 16 th Street
City and Zip Code:	Denver, CO 80202
Name of Registered Agent:	Illinois Corporation Service Company
Registered Agent Street Address:	801 Stevenson Drive
Registered Agent City and Zip Code:	Springfield, Illinois 62703
Name of Chief Executive Officer:	Kent Thiry
CEO Street Address:	2000 16 th Street
CEO City and Zip Code:	Denver, CO 80202
CEO Telephone Number:	(303) 405-2100

Type of Ownership of Applicants

- | | | |
|--|--|--------------------------------|
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| <input checked="" type="checkbox"/> For-profit Corporation | <input type="checkbox"/> Governmental | |
| <input type="checkbox"/> Limited Liability Company | <input type="checkbox"/> Sole Proprietorship | <input type="checkbox"/> Other |

- o Corporations and limited liability companies must provide an **Illinois certificate of good standing**.
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Telephone Number:	815-543-8015
E-mail Address:	lynanne.hike@davita.com
Fax Number:	855-616-4279

Post Permit Contact

[Person to receive all correspondence subsequent to permit issuance-THIS PERSON MUST BE EMPLOYED BY THE LICENSED HEALTH CARE FACILITY AS DEFINED AT 20 ILCS 3960]

Name:	Kara Friedman
Title:	Attorney
Company Name:	Polsinelli PC
Address:	161 North Clark Street, Suite 4200, Chicago, Illinois 60601
Telephone Number:	312-873-3639
E-mail Address:	kfriedman@polsinelli.com
Fax Number:	312-873-3793

Site Ownership

[Provide this information for each applicable site]

Exact Legal Name of Site Owner:	Dyn Commercial Holdings, LLC
Address of Site Owner:	6801 Spring Creek Road, Rockford, Illinois 61114
Street Address or Legal Description of the Site:	3157 South Alpine Road, Rockford, Illinois 61109

Legal Description

(EXC 0.04A TO SUTHERLAND BY 82-16-1180 IN SW COR) (EXC E PT TO HWY)
(EXC 1.71A TO SUTHERLAND BY 90- 07 - 1674) S 388 FT N 1345 FT E 561.34 FT
SW ¼ SEC SEC: 5 TWP: 43 RANGE: 2

APPEND DOCUMENTATION AS ATTACHMENT 2, IN NUMERIC SEQUENTIAL ORDER AFTER THE LAST PAGE OF THE APPLICATION FORM.

Operating Identity/Licensee

[Provide this information for each applicable facility and insert after this page.]

Exact Legal Name:	Total Renal Care, Inc.		
Address:	2000 16 th Street, Denver, CO 80202		
<input type="checkbox"/> Non-profit Corporation	<input type="checkbox"/> Partnership		
<input checked="" type="checkbox"/> For-profit Corporation	<input type="checkbox"/> Governmental		
<input type="checkbox"/> Limited Liability Company	<input type="checkbox"/> Sole Proprietorship	<input type="checkbox"/> Other	
<ul style="list-style-type: none"> Corporations and limited liability companies must provide an Illinois Certificate of Good Standing. Partnerships must provide the name of the state in which organized and the name and address of each partner specifying whether each is a general or limited partner. Persons with 5 percent or greater interest in the licensee must be identified with the % of ownership. 			

APPEND DOCUMENTATION AS ATTACHMENT 3, IN NUMERIC SEQUENTIAL ORDER AFTER THE LAST PAGE OF THE APPLICATION FORM.

Organizational Relationships

Provide (for each applicant) an organizational chart containing the name and relationship of any person or entity who is related (as defined in Part 1130.140). If the related person or entity is participating in the development or funding of the project, describe the interest and the amount and type of any financial contribution.

APPEND DOCUMENTATION AS ATTACHMENT 4, IN NUMERIC SEQUENTIAL ORDER AFTER THE LAST PAGE OF THE APPLICATION FORM.

Flood Plain Requirements

[Refer to application instructions.]

Provide documentation that the project complies with the requirements of Illinois Executive Order #2006-5 pertaining to construction activities in special flood hazard areas. As part of the flood plain requirements,

please provide a map of the proposed project location showing any identified floodplain areas. Floodplain maps can be printed at www.FEMA.gov or www.illinoisfloodmaps.org. This map must be in a readable format. In addition, please provide a statement attesting that the project complies with the requirements of Illinois Executive Order #2006-5 (<http://www.hfsrb.illinois.gov>).

APPEND DOCUMENTATION AS ATTACHMENT 5, IN NUMERIC SEQUENTIAL ORDER AFTER THE LAST PAGE OF THE APPLICATION FORM.

Historic Resources Preservation Act Requirements

[Refer to application instructions.]

Provide documentation regarding compliance with the requirements of the Historic Resources Preservation Act.

APPEND DOCUMENTATION AS ATTACHMENT 6, IN NUMERIC SEQUENTIAL ORDER AFTER THE LAST PAGE OF THE APPLICATION FORM.

DESCRIPTION OF PROJECT

1. Project Classification

[Check those applicable - refer to Part 1110.40 and Part 1120.20(b)]

Part 1110 Classification:

- ☒ Substantive
☐ Non-substantive

2. Narrative Description

In the space below, provide a brief narrative description of the project. Explain **WHAT** is to be done in **State Board defined terms**, **NOT WHY** it is being done. If the project site does **NOT** have a street address, include a legal description of the site. Include the rationale regarding the project's classification as substantive or non-substantive.

DaVita, Inc. and Total Renal Care, Inc., (collectively, the "Applicants" or "DaVita") seek authority from the Illinois Health Facilities and Services Review Board (the "State Board") to establish an 8-station dialysis facility located at 3157 South Alpine Road, Rockford, Illinois 61109. The proposed dialysis facility will include a total of approximately 4,605 gross square feet in clinical space and 1,445 gross square feet of non-clinical space for a total of 6,050 gross rentable square feet.

This project has been classified as substantive because it involves the establishment of a health care facility.

Project Costs and Sources of Funds

Complete the following table listing all costs (refer to Part 1120.110) associated with the project. When a project or any component of a project is to be accomplished by lease, donation, gift, or other means, the fair market or dollar value (refer to Part 1130.140) of the component must be included in the estimated project cost. If the project contains non-reviewable components that are not related to the provision of health care, complete the second column of the table below. Note, the use and sources of funds must be equal.

Project Costs and Sources of Funds			
USE OF FUNDS	CLINICAL	NONCLINICAL	TOTAL
Preplanning Costs			
Site Survey and Soil Investigation			
Site Preparation			
Off Site Work			
New Construction Contracts	\$883,000	\$277,000	\$1,160,000
Modernization Contracts			
Contingencies	\$88,300	\$27,700	\$116,000
Architectural/Engineering Fees	\$71,800	\$30,800	\$102,600
Consulting and Other Fees	\$40,933	\$17,543	\$58,476
Movable or Other Equipment (not in construction contracts)	\$372,594	\$77,717	\$450,311
Bond Issuance Expense (project related)			
Net Interest Expense During Construction (project related)			
Fair Market Value of Leased Space or Equipment	\$723,395	\$226,994	\$950,389
Other Costs To Be Capitalized			
Acquisition of Building or Other Property (excluding land)			
TOTAL USES OF FUNDS	\$2,180,022	\$657,754	\$2,837,776
SOURCE OF FUNDS	CLINICAL	NONCLINICAL	TOTAL
Cash and Securities	\$1,456,627	\$430,760	\$1,887,387
Pledges			
Gifts and Bequests			
Bond Issues (project related)			
Mortgages			
Leases (fair market value)	\$723,395	\$226,994	\$950,389
Governmental Appropriations			
Grants			
Other Funds and Sources			
TOTAL SOURCES OF FUNDS	\$2,180,022	\$657,754	\$2,837,776
NDTE: ITEMIZATION OF EACH LINE ITEM MUST BE PROVIDED AT ATTACHMENT 7, IN NUMERIC SEQUENTIAL ORDER AFTER THE LAST PAGE OF THE APPLICATION FORM.			

Related Project Costs

Provide the following information, as applicable, with respect to any land related to the project that will be or has been acquired during the last two calendar years:

Land acquisition is related to project	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
Purchase Price: \$	_____	
Fair Market Value: \$	_____	
The project involves the establishment of a new facility or a new category of service <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		
If yes, provide the dollar amount of all non-capitalized operating start-up costs (including operating deficits) through the first full fiscal year when the project achieves or exceeds the target utilization specified in Part 1100.		
Estimated start-up costs and operating deficit cost is \$ <u>\$1,593,307</u> .		

Project Status and Completion Schedules

For facilities in which prior permits have been issued please provide the permit numbers.	
Indicate the stage of the project's architectural drawings:	
<input type="checkbox"/> None or not applicable	<input type="checkbox"/> Preliminary
<input checked="" type="checkbox"/> Schematics	<input type="checkbox"/> Final Working
Anticipated project completion date (refer to Part 1130.140): November 30, 2019	
Indicate the following with respect to project expenditures or to financial commitments (refer to Part 1130.140):	
<input type="checkbox"/> Purchase orders, leases or contracts pertaining to the project have been executed.	
<input type="checkbox"/> Financial commitment is contingent upon permit issuance. Provide a copy of the contingent "certification of financial commitment" document, highlighting any language related to CON Contingencies	
<input checked="" type="checkbox"/> Financial Commitment will occur after permit issuance.	
APPEND DOCUMENTATION AS ATTACHMENT 8, IN NUMERIC SEQUENTIAL ORDER AFTER THE LAST PAGE OF THE APPLICATION FORM.	

State Agency Submittals [Section 1130.620(c)]

Are the following submittals up to date as applicable:
<input type="checkbox"/> Cancer Registry
<input type="checkbox"/> APORS
<input checked="" type="checkbox"/> All formal document requests such as IDPH Questionnaires and Annual Bed Reports been submitted
<input checked="" type="checkbox"/> All reports regarding outstanding permits
Failure to be up to date with these requirements will result in the application for permit being deemed incomplete.

Cost Space Requirements

Provide in the following format, the **Departmental Gross Square Feet (DGSF)** or the **Building Gross Square Feet (BGSF)** and cost. The type of gross square footage either **DGSF** or **BGSF** must be identified. The sum of the department costs **MUST** equal the total estimated project costs. Indicate if any space is being reallocated for a different purpose. Include outside wall measurements plus the department's or area's portion of the surrounding circulation space. **Explain the use of any vacated space.**

Dept. / Area	Cost	Gross Square Feet		Amount of Proposed Total Gross Square Feet That Is:			
		Existing	Proposed	New Const.	Modernized	As Is	Vacated Space
REVIEWABLE							
Medical Surgical							
Intensive Care							
Diagnostic Radiology							
MRI							
Total Clinical							
NON REVIEWABLE							
Administrative							
Parking							
Gift Shop							
Total Non-clinical							
TOTAL							

APPEND DOCUMENTATION AS ATTACHMENT 9, IN NUMERIC SEQUENTIAL ORDER AFTER THE LAST PAGE OF THE APPLICATION FORM.

Facility Bed Capacity and Utilization

Complete the following chart, as applicable. Complete a separate chart for each facility that is a part of the project and insert the chart after this page. Provide the existing bed capacity and utilization data for the latest **Calendar Year for which data is available**. Include **observation days in the patient day totals for each bed service**. Any bed capacity discrepancy from the Inventory will result in the application being deemed **incomplete**.


FACILITY NAME:		CITY:			
REPORTING PERIOD DATES:					
		From:		to:	
Category of Service	Authorized Beds	Admissions	Patient Oays	Bed Changes	Proposed Beds
Medical/Surgical					
Obstetrics					
Pediatrics					
Intensive Care					
Comprehensive Physical Rehabilitation					
Acute/Chronic Mental Illness					
Neonatal Intensive Care					
General Long Term Care					
Specialized Long Term Care					
Long Term Acute Care					
Other ((identify))					
TOTALS:					

CERTIFICATION

The application must be signed by the authorized representative(s) of the applicant entity. The authorized representative(s) are:

- o in the case of a corporation, any two of its officers or members of its Board of Directors;
- o in the case of a limited liability company, any two of its managers or members (or the sole manager or member when two or more managers or members do not exist);
- o in the case of a partnership, two of its general partners (or the sole general partner, when two or more general partners do not exist);
- o in the case of estates and trusts, two of its beneficiaries (or the sole beneficiary when two or more beneficiaries do not exist); and
- o in the case of a sole proprietor, the individual that is the proprietor.

This Application for Permit is filed on the behalf of *DaVita Inc.* in accordance with the requirements and procedures of the Illinois Health Facilities Planning Act. The undersigned certifies that he or she has the authority to execute and file this application for permit on behalf of the applicant entity. The undersigned further certifies that the data and information provided herein, and appended hereto, are complete and correct to the best of his or her knowledge and belief. The undersigned also certifies that the permit application fee required for this application is sent herewith or will be paid upon request.



SIGNATURE

Arturo Sida

PRINTED NAME

Assistant Corporate Secretary

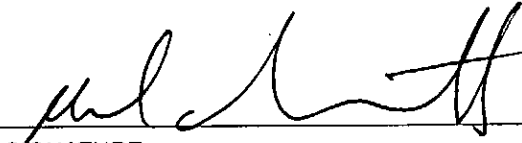
PRINTED TITLE

Notarization:
Subscribed and sworn to before me
this ____ day of ____



Signature of Notary

Seal



SIGNATURE


Michael D. Staffieri

PRINTED NAME

Chief Operating Officer, DaVita Kidney Care

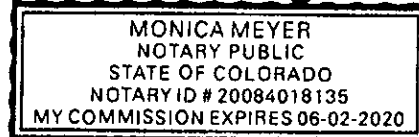
PRINTED TITLE

Notarization:
Subscribed and sworn to before me
this 19th day of May, 2017



Signature of Notary

Seal



*Insert EXACT legal name of the applicant

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of Los Angeles

On May 22, 2017 before me, Kimberly Ann K. Burgo, Notary Public,
(here insert name and title of the officer)

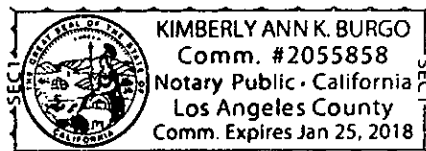
personally appeared *** Arturo Sida ***

who proved to me on the basis of satisfactory evidence to be the person~~(s)~~ whose name~~(s)~~ is/~~are~~ subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in his/~~her/their~~ authorized capacity~~(ies)~~, and that by his/~~her/their~~ signature~~(s)~~ on the instrument the person~~(s)~~, or the entity upon behalf of which the person~~(s)~~ acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature



OPTIONAL INFORMATION

Law does not require the information below. This information could be of great value to any person(s) relying on this document and could prevent fraudulent and/or the reattachment of this document to an unauthorized document(s)

DESCRIPTION OF ATTACHED DOCUMENT

Title or Type of Document: IL CON Application Certification (Alpine Dialysis / DaVita Inc.)

Document Date: May 22, 2017

Number of Pages: 1 (one)

Signer(s) if Different Than Above: _____

Other Information: _____

CAPACITY(IES) CLAIMED BY SIGNER(S)

Signer's Name(s):

☐ Individual

☒ Corporate Officer Assistant Secretary / Secretary

(Title(s))

☐ Partner

☐ Attorney-in-Fact

☐ Trustee

☐ Guardian/Conservator

☐ Other: _____


SIGNER IS REPRESENTING: Name of Person or Entity DaVita Inc. / Alpine Dialysis / Total Renal Care, Inc.

CERTIFICATION

The application must be signed by the authorized representative(s) of the applicant entity. The authorized representative(s) are:

- o in the case of a corporation, any two of its officers or members of its Board of Directors;
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- o in the case of a partnership, two of its general partners (or the sole general partner, when two or more general partners do not exist);
- o in the case of estates and trusts, two of its beneficiaries (or the sole beneficiary when two or more beneficiaries do not exist); and
- o in the case of a sole proprietor, the individual that is the proprietor.

This Application for Permit is filed on the behalf of *Total Renal Care Inc.* in accordance with the requirements and procedures of the Illinois Health Facilities Planning Act. The undersigned certifies that he or she has the authority to execute and file this application for permit on behalf of the applicant entity. The undersigned further certifies that the data and information provided herein, and appended hereto, are complete and correct to the best of his or her knowledge and belief. The undersigned also certifies that the permit application fee required for this application is sent herewith or will be paid upon request.



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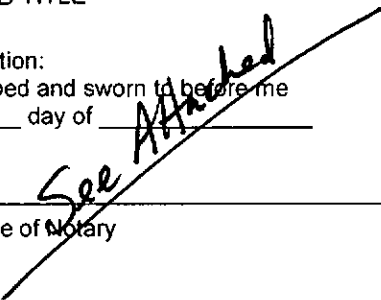
PRINTED NAME

Secretary

PRINTED TITLE

Notarization:

Subscribed and sworn to before me
this ____ day of ____



Signature of Notary

Seal



SIGNATURE

Michael D. Staffieri

PRINTED NAME

Chief Operating Officer

PRINTED TITLE

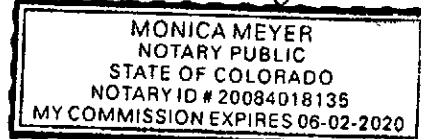
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Subscribed and sworn to before me
this 19th day of May, 2017



Signature of Notary

Seal



*Insert EXACT legal name of the applicant

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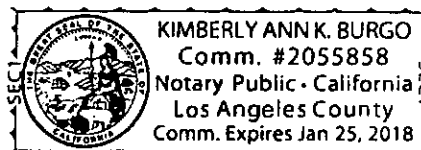
personally appeared *** Arturo Sida ***

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Kimberly Ann K. Burgo
Signature



OPTIONAL INFORMATION

Law does not require the information below. This information could be of great value to any person(s) relying on this document and could prevent fraudulent and/or the reattachment of this document to an unauthorized document(s)

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Number of Pages: 1 (one)

Signer(s) if Different Than Above: _____

Other Information: _____

CAPACITY(IES) CLAIMED BY SIGNER(S)

Signer's Name(s):

☐ Individual

☒ Corporate Officer

Assistant Secretary / Secretary

(Title(s))

☐ Partner

☐ Attorney-in-Fact

☐ Trustee

☐ Guardian/Conservator

☐ Other: _____

SIGNER IS REPRESENTING: Name of Person or Entity DaVita Inc. / Alpine Dialysis / Total Renal Care, Inc.

SECTION III. BACKGROUND, PURPOSE OF THE PROJECT, AND ALTERNATIVES - INFORMATION REQUIREMENTS

This Section is applicable to all projects except those that are solely for discontinuation with no project costs.

Background

READ THE REVIEW CRITERION and provide the following required information:

BACKGROUND OF APPLICANT

1. A listing of all health care facilities owned or operated by the applicant, including licensing, and certification if applicable.
2. A certified listing of any adverse action taken against any facility owned and/or operated by the applicant during the three years prior to the filing of the application.
3. Authorization permitting HFSRB and DPH access to any documents necessary to verify the information submitted, including, but not limited to official records of DPH or other State agencies; the licensing or certification records of other states, when applicable; and the records of nationally recognized accreditation organizations. **Failure to provide such authorization shall constitute an abandonment or withdrawal of the application without any further action by HFSRB.**
4. If, during a given calendar year, an applicant submits more than one application for permit, the documentation provided with the prior applications may be utilized to fulfill the information requirements of this criterion. In such instances, the applicant shall attest that the information was previously provided, cite the project number of the prior application, and certify that no changes have occurred regarding the information that has been previously provided. The applicant is able to submit amendments to previously submitted information, as needed, to update and/or clarify data.

APPEND DOCUMENTATION AS ATTACHMENT 11, IN NUMERIC SEQUENTIAL ORDER AFTER THE LAST PAGE OF THE APPLICATION FORM. EACH ITEM (1-4) MUST BE IDENTIFIED IN ATTACHMENT 11.

Criterion 1110.230 – Purpose of the Project, and Alternatives**PURPOSE OF PROJECT**

1. Document that the project will provide health services that improve the health care or well-being of the market area population to be served.
2. Define the planning area or market area, or other relevant area, per the applicant's definition.
3. Identify the existing problems or issues that need to be addressed as applicable and appropriate for the project.
4. Cite the sources of the documentation.
5. Detail how the project will address or improve the previously referenced issues, as well as the population's health status and well-being.
6. Provide goals with quantified and measurable objectives, with specific timeframes that relate to achieving the stated goals as appropriate.

For projects involving modernization, describe the conditions being upgraded, if any. For facility projects, include statements of the age and condition of the project site, as well as regulatory citations, if any. For equipment being replaced, include repair and maintenance records.

NOTE: Information regarding the "Purpose of the Project" will be included in the State Board Staff Report.

APPEND DOCUMENTATION AS ATTACHMENT 12, IN NUMERIC SEQUENTIAL ORDER AFTER THE LAST PAGE OF THE APPLICATION FORM. EACH ITEM (1-6) MUST BE IDENTIFIED IN ATTACHMENT 12.

ALTERNATIVES

- 1) Identify ALL of the alternatives to the proposed project:

Alternative options must include:

- A) Proposing a project of greater or lesser scope and cost;
 - B) Pursuing a joint venture or similar arrangement with one or more providers or entities to meet all or a portion of the project's intended purposes; developing alternative settings to meet all or a portion of the project's intended purposes;
 - C) Utilizing other health care resources that are available to serve all or a portion of the population proposed to be served by the project; and
 - D) Provide the reasons why the chosen alternative was selected.
- 2) Documentation shall consist of a comparison of the project to alternative options. The comparison shall address issues of total costs, patient access, quality and financial benefits in both the short-term (within one to three years after project completion) and long-term. This may vary by project or situation. **FOR EVERY ALTERNATIVE IDENTIFIED, THE TOTAL PROJECT COST AND THE REASONS WHY THE ALTERNATIVE WAS REJECTED MUST BE PROVIDED.**
- 3) The applicant shall provide empirical evidence, including quantified outcome data that verifies improved quality of care, as available.

APPEND DOCUMENTATION AS ATTACHMENT 13, IN NUMERIC SEQUENTIAL ORDER AFTER THE LAST PAGE OF THE APPLICATION FORM.

SECTION IV. PROJECT SCOPE, UTILIZATION, AND UNFINISHED/SHELL SPACE**Criterion 1110.234 - Project Scope, Utilization, and Unfinished/Shell Space**

READ THE REVIEW CRITERION and provide the following information:

SIZE OF PROJECT:

1. Document that the amount of physical space proposed for the proposed project is necessary and not excessive. **This must be a narrative and it shall include the basis used for determining the space and the methodology applied.**
2. If the gross square footage exceeds the BGSF/DGSF standards in Appendix B, justify the discrepancy by documenting one of the following:
 - a. Additional space is needed due to the scope of services provided, justified by clinical or operational needs, as supported by published data or studies and certified by the facility's Medical Director.
 - b. The existing facility's physical configuration has constraints or impediments and requires an architectural design that delineates the constraints or impediments.
 - c. The project involves the conversion of existing space that results in excess square footage.
 - d. Additional space is mandated by governmental or certification agency requirements that were not in existence when Appendix B standards were adopted.

Provide a narrative for any discrepancies from the State Standard. A table must be provided in the following format with Attachment 14.

SIZE OF PROJECT				
DEPARTMENT/SERVICE	PROPOSED BGSF/DGSF	STATE STANDARD	DIFFERENCE	MET STANDARD?

APPEND DOCUMENTATION AS ATTACHMENT 14, IN NUMERIC SEQUENTIAL ORDER AFTER THE LAST PAGE OF THE APPLICATION FORM.

PROJECT SERVICES UTILIZATION:

This criterion is applicable only to projects or portions of projects that involve services, functions or equipment for which HFSRB has established utilization standards or occupancy targets in 77 Ill. Adm. Code 1100.

Document that in the second year of operation, the annual utilization of the service or equipment shall meet or exceed the utilization standards specified in 1110.Appendix B. A narrative of the rationale that supports the projections must be provided.

A table must be provided in the following format with Attachment 15.

UTILIZATION					
	DEPT./ SERVICE	HISTORICAL UTILIZATION (PATIENT DAYS) (TREATMENTS) ETC.	PROJECTED UTILIZATION	STATE STANDARD	MET STANDARD?
YEAR 1					
YEAR 2					

APPEND DOCUMENTATION AS ATTACHMENT 15, IN NUMERIC SEQUENTIAL ORDER AFTER THE LAST PAGE OF THE APPLICATION FORM.

UNFINISHED OR SHELL SPACE:

Provide the following information:

1. Total gross square footage (GSF) of the proposed shell space.
2. The anticipated use of the shell space, specifying the proposed GSF to be allocated to each department, area or function.
3. Evidence that the shell space is being constructed due to:
 - a. Requirements of governmental or certification agencies; or
 - b. Experienced increases in the historical occupancy or utilization of those areas proposed to occupy the shell space.
4. Provide:
 - a. Historical utilization for the area for the latest five-year period for which data is available; and
 - b. Based upon the average annual percentage increase for that period, projections of future utilization of the area through the anticipated date when the shell space will be placed into operation.

APPEND DOCUMENTATION AS ATTACHMENT 16, IN NUMERIC SEQUENTIAL ORDER AFTER THE LAST PAGE OF THE APPLICATION FORM.

ASSURANCES:

Submit the following:

1. Verification that the applicant will submit to HFSRB a CON application to develop and utilize the shell space, regardless of the capital thresholds in effect at the time or the categories of service involved.
2. The estimated date by which the subsequent CON application (to develop and utilize the subject shell space) will be submitted; and
3. The anticipated date when the shell space will be completed and placed into operation.

APPEND DOCUMENTATION AS ATTACHMENT 17, IN NUMERIC SEQUENTIAL ORDER AFTER THE LAST PAGE OF THE APPLICATION FORM.

F. Criterion 1110.1430 - In-Center Hemodialysis

1. Applicants proposing to establish, expand and/or modernize the In-Center Hemodialysis category of service must submit the following information:
2. Indicate station capacity changes by Service: Indicate # of stations changed by action(s):

Category of Service	# Existing Stations	# Proposed Stations
<input checked="" type="checkbox"/> In-Center Hemodialysis	0	8

3. READ the applicable review criteria outlined below and submit the required documentation for the criteria:

APPLICABLE REVIEW CRITERIA	Establish	Expand	Modernize
1110.1430(c)(1) - Planning Area Need - 77 Ill. Adm. Code 1100 (formula calculation)	X		
1110.1430(c)(2) - Planning Area Need - Service to Planning Area Residents	X	X	
1110.1430(c)(3) - Planning Area Need - Service Demand - Establishment of Category of Service	X		
1110.1430(c)(4) - Planning Area Need - Service Demand - Expansion of Existing Category of Service		X	
1110.1430(c)(5) - Planning Area Need - Service Accessibility	X		
1110.1430(d)(1) - Unnecessary Duplication of Services	X		
1110.1430(d)(2) - Maldistribution	X		
1110.1430(d)(3) - Impact of Project on Other Area Providers	X		
1110.1430(e)(1), (2), and (3) - Deteriorated Facilities and Documentation			X
1110.1430(f) - Staffing	X	X	
1110.1430(g) - Support Services	X	X	X
1110.1430(h) - Minimum Number of Stations	X		
1110.1430(i) - Continuity of Care	X		
1110.1430(j) - Relocation (if applicable)	X		
1110.1430(k) - Assurances	X	X	
APPEND DOCUMENTATION AS ATTACHMENT 24, IN NUMERIC SEQUENTIAL ORDER AFTER THE LAST PAGE OF THE APPLICATION FORM.			

4. **Projects for relocation** of a facility from one location in a planning area to another in the same planning area must address the requirements listed in subsection (a)(1) for the "Establishment of Services or Facilities", as well as the requirements in Section 1130.525 - "Requirements for Exemptions Involving the Discontinuation of a Health Care Facility or Category of Service" and subsection 1110.1430(j) - Relocation of an in-center hemodialysis facility.

The following Sections **DO NOT** need to be addressed by the applicants or co-applicants responsible for funding or guaranteeing the funding of the project if the applicant has a bond rating of A- or better from Fitch's or Standard and Poor's rating agencies, or A3 or better from Moody's (the rating shall be affirmed within the latest 18-month period prior to the submittal of the application):

- Section 1120.120 Availability of Funds – Review Criteria
- Section 1120.130 Financial Viability – Review Criteria
- Section 1120.140 Economic Feasibility – Review Criteria, subsection (a)

VII. 1120.120 - AVAILABILITY OF FUNDS

The applicant shall document that financial resources shall be available and be equal to or exceed the estimated total project cost plus any related project costs by providing evidence of sufficient financial resources from the following sources, as applicable [Indicate the dollar amount to be provided from the following sources]:

\$1,887,387	a) Cash and Securities – statements (e.g., audited financial statements, letters from financial institutions, board resolutions) as to:
	1) the amount of cash and securities available for the project, including the identification of any security, its value and availability of such funds; and
	2) interest to be earned on depreciation account funds or to be earned on any asset from the date of applicant's submission through project completion;
	b) Pledges – for anticipated pledges, a summary of the anticipated pledges showing anticipated receipts and discounted value, estimated time table of gross receipts and related fundraising expenses, and a discussion of past fundraising experience.
	c) Gifts and Bequests – verification of the dollar amount, identification of any conditions of use, and the estimated time table of receipts;
\$950,389 (FMV of Lease)	d) Debt – a statement of the estimated terms and conditions (including the debt time period, variable or permanent interest rates over the debt time period, and the anticipated repayment schedule) for any interim and for the permanent financing proposed to fund the project, including:
	1) For general obligation bonds, proof of passage of the required referendum or evidence that the governmental unit has the authority to issue the bonds and evidence of the dollar amount of the issue, including any discounting anticipated;
	2) For revenue bonds, proof of the feasibility of securing the specified amount and interest rate;
	3) For mortgages, a letter from the prospective lender attesting to the expectation of making the loan in the amount and time indicated, including the anticipated interest rate and any conditions associated with the mortgage, such as, but not limited to, adjustable interest rates, balloon payments, etc.;
	4) For any lease, a copy of the lease, including all the terms and conditions, including any purchase options, any capital improvements to the property and provision of capital equipment;
	5) For any option to lease, a copy of the option, including all terms and conditions.

_____	e) Governmental Appropriations – a copy of the appropriation Act or ordinance accompanied by a statement of funding availability from an official of the governmental unit. If funds are to be made available from subsequent fiscal years, a copy of a resolution or other action of the governmental unit attesting to this intent;
_____	f) Grants – a letter from the granting agency as to the availability of funds in terms of the amount and time of receipt;
_____	g) All Other Funds and Sources – verification of the amount and type of any other funds that will be used for the project.
\$2,837,776	TOTAL FUNDS AVAILABLE

APPEND DOCUMENTATION AS ATTACHMENT 34, IN NUMERIC SEQUENTIAL ORDER AFTER THE LAST PAGE OF THE APPLICATION FORM.

SECTION VIII. 1120.130 - FINANCIAL VIABILITY

All the applicants and co-applicants shall be identified, specifying their roles in the project funding or guaranteeing the funding (sole responsibility or shared) and percentage of participation in that funding.

Financial Viability Waiver

The applicant is not required to submit financial viability ratios if:

1. "A" Bond rating or better
2. All of the projects capital expenditures are completely funded through internal sources
3. The applicant's current debt financing or projected debt financing is insured or anticipated to be insured by MBIA (Municipal Bond Insurance Association Inc.) or equivalent
4. The applicant provides a third party surety bond or performance bond letter of credit from an A rated guarantor.

See Section 1120.130 Financial Waiver for information to be provided

APPEND DOCUMENTATION AS ATTACHMENT 35, IN NUMERIC SEQUENTIAL ORDER AFTER THE LAST PAGE OF THE APPLICATION FORM.

The applicant or co-applicant that is responsible for funding or guaranteeing funding of the project shall provide viability ratios for the latest three years for which **audited financial statements are available and for the first full fiscal year at target utilization, but no more than two years following project completion.** When the applicant's facility does not have facility specific financial statements and the facility is a member of a health care system that has combined or consolidated financial statements, the system's viability ratios shall be provided. If the health care system includes one or more hospitals, the system's viability ratios shall be evaluated for conformance with the applicable hospital standards.

	Historical 3 Years			Projected
Enter Historical and/or Projected Years:				
Current Ratio				
Net Margin Percentage				
Percent Debt to Total Capitalization				
Projected Debt Service Coverage				
Days Cash on Hand				
Cushion Ratio				

Provide the methodology and worksheets utilized in determining the ratios detailing the calculation and applicable line item amounts from the financial statements. Complete a separate table for each co-applicant and provide worksheets for each.

Variance

Applicants not in compliance with any of the viability ratios shall document that another organization, public or private, shall assume the legal responsibility to meet the debt obligations should the applicant default.

APPEND DOCUMENTATION AS ATTACHMENT 36, IN NUMERICAL ORDER AFTER THE LAST PAGE OF THE APPLICATION FORM.

SECTION IX. 1120.140 - ECONOMIC FEASIBILITY

This section is applicable to all projects subject to Part 1120.

A. Reasonableness of Financing Arrangements

The applicant shall document the reasonableness of financing arrangements by submitting a notarized statement signed by an authorized representative that attests to one of the following:

- 1) That the total estimated project costs and related costs will be funded in total with cash and equivalents, including investment securities, unrestricted funds, received pledge receipts and funded depreciation; or
- 2) That the total estimated project costs and related costs will be funded in total or in part by borrowing because:
 - A) A portion or all of the cash and equivalents must be retained in the balance sheet asset accounts in order to maintain a current ratio of at least 2.0 times for hospitals and 1.5 times for all other facilities; or
 - B) Borrowing is less costly than the liquidation of existing investments, and the existing investments being retained may be converted to cash or used to retire debt within a 60-day period.

B. Conditions of Debt Financing

This criterion is applicable only to projects that involve debt financing. The applicant shall document that the conditions of debt financing are reasonable by submitting a notarized statement signed by an authorized representative that attests to the following, as applicable:

- 1) That the selected form of debt financing for the project will be at the lowest net cost available;
- 2) That the selected form of debt financing will not be at the lowest net cost available, but is more advantageous due to such terms as prepayment privileges, no required mortgage, access to additional indebtedness, term (years), financing costs and other factors;
- 3) That the project involves (in total or in part) the leasing of equipment or facilities and that the expenses incurred with leasing a facility or equipment are less costly than constructing a new facility or purchasing new equipment.

C. Reasonableness of Project and Related Costs

Read the criterion and provide the following:

1. Identify each department or area impacted by the proposed project and provide a cost and square footage allocation for new construction and/or modernization using the following format (insert after this page).

COST AND GROSS SQUARE FEET BY DEPARTMENT OR SERVICE									
Department (list below)	A	B	C	D	E	F	G	H	Total Cost (G + H)
	Cost/Square Foot New	Mod.	Gross Sq. Ft. New	Circ.*	Gross Sq. Ft. Mod.	Circ.*	Const. \$ (A x C)	Mod. \$ (B x E)	
Contingency									
TOTALS									

* Include the percentage (%) of space for circulation

D. Projected Operating Costs

The applicant shall provide the projected direct annual operating costs (in current dollars per equivalent patient day or unit of service) for the first full fiscal year at target utilization but no more than two years following project completion. Direct cost means the fully allocated costs of salaries, benefits and supplies for the service.

E. Total Effect of the Project on Capital Costs

The applicant shall provide the total projected annual capital costs (in current dollars per equivalent patient day) for the first full fiscal year at target utilization but no more than two years following project completion.

APPEND DOCUMENTATION AS ATTACHMENT 37, IN NUMERIC SEQUENTIAL ORDER AFTER THE LAST PAGE OF THE APPLICATION FORM.

SECTION X. SAFETY NET IMPACT STATEMENT

SAFETY NET IMPACT STATEMENT that describes all of the following must be submitted for ALL SUBSTANTIVE PROJECTS AND PROJECTS TO DISCONTINUE STATE-OWNED HEALTH CARE FACILITIES [20 ILCS 3960/5.4]:

1. The project's material impact, if any, on essential safety net services in the community, to the extent that it is feasible for an applicant to have such knowledge.
2. The project's impact on the ability of another provider or health care system to cross-subsidize safety net services, if reasonably known to the applicant.
3. How the discontinuation of a facility or service might impact the remaining safety net providers in a given community, if reasonably known by the applicant.

Safety Net Impact Statements shall also include all of the following:

1. For the 3 fiscal years prior to the application, a certification describing the amount of charity care provided by the applicant. The amount calculated by hospital applicants shall be in accordance with the reporting requirements for charity care reporting in the Illinois Community Benefits Act. Non-hospital applicants shall report charity care, at cost, in accordance with an appropriate methodology specified by the Board.
2. For the 3 fiscal years prior to the application, a certification of the amount of care provided to Medicaid patients. Hospital and non-hospital applicants shall provide Medicaid information in a manner consistent with the information reported each year to the Illinois Department of Public Health regarding "Inpatients and Outpatients Served by Payor Source" and "Inpatient and Outpatient Net Revenue by Payor Source" as required by the Board under Section 13 of this Act and published in the Annual Hospital Profile.
3. Any information the applicant believes is directly relevant to safety net services, including information

regarding teaching, research, and any other service.

A table in the following format must be provided as part of Attachment 40.

Safety Net Information per PA 96-0031			
CHARITY CARE			
Charity (# of patients)	Year	Year	Year
Inpatient			
Outpatient			
Total			
Charity (cost in dollars)			
Inpatient			
Outpatient			
Total			
MEDICAID			
Medicaid (# of patients)	Year	Year	Year
Inpatient			
Outpatient			
Total			
Medicaid (revenue)			
Inpatient			
Outpatient			
Total			

APPEND DOCUMENTATION AS ATTACHMENT 38, IN NUMERIC SEQUENTIAL ORDER AFTER THE LAST PAGE OF THE APPLICATION FORM.

SECTION XI. CHARITY CARE INFORMATION

Charity Care information **MUST** be furnished for **ALL** projects [1120.20(c)].

1. All applicants and co-applicants shall indicate the amount of charity care for the latest three **audited** fiscal years, the cost of charity care and the ratio of that charity care cost to net patient revenue.
2. If the applicant owns or operates one or more facilities, the reporting shall be for each individual facility located in Illinois. If charity care costs are reported on a consolidated basis, the applicant shall provide documentation as to the cost of charity care; the ratio of that charity care to the net patient revenue for the consolidated financial statement; the allocation of charity care costs; and the ratio of charity care cost to net patient revenue for the facility under review.
3. If the applicant is not an existing facility, it shall submit the facility's projected patient mix by payer source, anticipated charity care expense and projected ratio of charity care to net patient revenue by the end of its second year of operation.

Charity care" means care provided by a health care facility for which the provider does not expect to receive payment from the patient or a third-party payer (20 ILCS 3960/3). Charity Care **must** be provided at cost.

A table in the following format must be provided for all facilities as part of Attachment 41.

CHARITY CARE			
	Year	Year	Year
Net Patient Revenue			
Amount of Charity Care (charges)			
Cost of Charity Care			

APPEND DOCUMENTATION AS **ATTACHMENT 39**, IN NUMERIC SEQUENTIAL ORDER AFTER THE LAST PAGE OF THE APPLICATION FORM.

Section I, Identification, General Information, and Certification
Applicants

Certificates of Good Standing for DaVita Inc. and Total Renal Care Inc. (collectively, the "Applicants" or "DaVita") are attached at Attachment – 1. Total Renal Care Inc. will be the operator of Alpine Dialysis. Alpine Dialysis is a trade name of Total Renal Care Inc. and is not separately organized. As the person with final control over the operator, DaVita Inc. is named as an applicant for this CON application. DaVita Inc. does not do business in the State of Illinois. A Certificate of Good Standing for DaVita Inc. from the state of its incorporation, Delaware, is attached.

Delaware

The First State

Page 1

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY "DAVITA INC." IS DULY INCORPORATED UNDER THE LAWS OF THE STATE OF DELAWARE AND IS IN GOOD STANDING AND HAS A LEGAL CORPORATE EXISTENCE SO FAR AS THE RECORDS OF THIS OFFICE SHOW, AS OF THE EIGHTH DAY OF SEPTEMBER, A.D. 2016.

AND I DO HEREBY FURTHER CERTIFY THAT THE ANNUAL REPORTS HAVE BEEN FILED TO DATE.

AND I DO HEREBY FURTHER CERTIFY THAT THE SAID "DAVITA INC." WAS INCORPORATED ON THE FOURTH DAY OF APRIL, A.D. 1994.

AND I DO HEREBY FURTHER CERTIFY THAT THE FRANCHISE TAXES HAVE BEEN PAID TO DATE.



2391269 8300

SR# 20165704525

You may verify this certificate online at corp.delaware.gov/authver.shtml

A handwritten signature of Jeffrey W. Bullock in black ink, written over a horizontal line.

Jeffrey W. Bullock, Secretary of State

Authentication: 202957561

Date: 09-08-16

Attachment - 1



To all to whom these Presents Shall Come, Greeting:

I, Jesse White, Secretary of State of the State of Illinois, do hereby certify that I am the keeper of the records of the Department of Business Services. I certify that

TOTAL RENAL CARE, INC., INCORPORATED IN CALIFORNIA AND LICENSED TO TRANSACT BUSINESS IN THIS STATE ON MARCH 10, 1995, APPEARS TO HAVE COMPLIED WITH ALL THE PROVISIONS OF THE BUSINESS CORPORATION ACT OF THIS STATE RELATING TO THE PAYMENT OF FRANCHISE TAXES, AND AS OF THIS DATE, IS A FOREIGN CORPORATION IN GOOD STANDING AND AUTHORIZED TO TRANSACT BUSINESS IN THE STATE OF ILLINOIS.



***In Testimony Whereof, I hereto set
my hand and cause to be affixed the Great Seal of
the State of Illinois, this 24TH
day of JULY A.D. 2017 .***

Jesse White

SECRETARY OF STATE

Authentication #: 1720501710 verifiable until 07/24/2018
Authenticate at: <http://www.cyberdriveillinois.com>

Section I, Identification, General Information, and Certification
Site Ownership

The letter of intent between Dyn Commercial Holdings, LLC and Total Renal Care Inc. to lease the facility located at 3157 South Alpine Road, Rockford, Illinois 61109 is attached at Attachment - 2.

April 11, 2017

Bharat V Puri, SIOR
First Midwest Group, Inc.
6801 Spring Creek Road
Rockford, IL 61107

RE: LOI for a to be constructed building at 3157 S Alpine Rd, Rockford, IL 61109

Dear Bharat:

Cushman & Wakefield ("C&W") has been authorized by Total Renal Care, Inc. a subsidiary of DaVita, Inc. to assist in securing a lease requirement. DaVita, Inc. is a Fortune 200 company with revenues of approximately \$13 billion. They operate 2,278 outpatient dialysis centers across the US and 124 in 10 countries outside the US.

Below is the proposal outlining the terms and conditions wherein the Tenant is willing to lease the subject premises:

<u>PREMISES:</u>	To be constructed single tenant building at 3157 S Alpine Rd, Rockford, IL 61109
<u>TENANT:</u>	Total Renal Care, Inc., or related entity to be named
<u>LANDLORD:</u>	Dyn Rockford, L.L.C., or a related entity to be named
<u>SPACE REQUIREMENTS:</u>	Requirement is for approximately 6,050 SF of contiguous rentable square feet. Tenant shall have the right to measure space based on ANSI/BOMA Z65.1-1996.
<u>PRIMARY TERM:</u>	10 years
<u>BASE RENT:</u>	\$22.50 psf NNN with ten percent (10%) increases every 5 years during the term and any options.
<u>ADDITIONAL EXPENSES:</u>	Landlord estimates that the CAMIT expenses during the first year of the term will be \$5.00 psf. Tenant's Prorata Share: 100% Tenant shall be responsible for its directly metered utility expenses.
<u>LANDLORD'S MAINTENANCE:</u>	Landlord, at its sole cost and expense, shall be responsible for the structural and capitalized items (per GAAP standards) for the Property, which costs shall be amortized over their useful life and the annual amortized amount will be included in the operating expenses.
<u>POSSESSION AND RENT COMMENCEMENT:</u>	Landlord shall deliver Possession of the building certified pad (as indicated in Exhibit B) to the Tenant within 90 days from the later of lease execution or waiver of Tenant's CON contingency. Landlord shall have 90 days following Tenant's commencement of construction of the interior buildout to complete the Landlord's exterior Site Development Improvements. Rent Commencement shall be the earlier of the following two events (a) Tenant opening for business or (b) nine (9) months from delivery of Possession by Landlord and Tenant obtaining building permits for its intended improvements. Landlord's delivery obligations hereunder shall be subject to force majeure.

Attachment – 2

LEASE FORM:

Tenant's standard lease form as starting point for negotiations.

USE:

The operation of an outpatient renal dialysis clinic, renal dialysis home training, aphaeresis services and similar blood separation and cell collection procedures, general medical offices, clinical laboratory, including all incidental, related and necessary elements and functions of other recognized dialysis disciplines which may be necessary or desirable to render a complete program of treatment to patients of Tenant and related office and administrative uses or for any other lawful purpose.

Use is permitted within the premises zoning and there are not any OEA's or other documents that may impact tenancy.

PARKING:

- a) Landlord will provide a parking allocation of four stalls per 1,000 sf or higher if required by code
- b) Handicapped stalls located near the front door to the Premises
- c) A patient drop off area, preferably covered

LANDLORD WORK:

Any on and off-site improvements (parking lot, landscaping, lighting, sewer, utilities, street, curb, gutter, paving, irrigation, common area lighting, certified pad, etc) as required by the municipality to issue permits for the performance of Landlord's Work or Tenant Work will be incorporated into Landlord's Work as indicated in Exhibit B. Landlord, at its sole cost, will prepare plans, specifications and working drawings for Landlord's Work ("**Landlord's Plans**") and the same will be subject to Tenant's approval. Landlord will perform Landlord's Work in a good and workmanlike manner in conformity with Landlord's Plans, as approved by Tenant. Landlord will promptly repair all latent or patent defects in Landlord's Work, at Landlord's sole cost and expense.

Landlord will be solely responsible for and will pay all impact fees, charges, costs, assessments, and exactions charged, imposed or assessed in connection with the development and construction of the Building or Premises, but not including building permit fees for construction of the Building.

Landlord will diligently pursue and make all reasonable efforts to remove the existing billboard on the Premises.

TENANT IMPROVEMENTS:

Landlord will pay to Tenant an allowance ("**Tenant Allowance**") for costs incurred by Tenant in connection with the construction of the Building. The Tenant Allowance will be an amount equal to \$155.00 per square foot of the Building Floor Area, payable in monthly draws on the first day of each month during the performance of Tenant's Improvements. With each draw request, Tenant's General Contractor shall include sworn statements and lien waivers from each contractor and subcontractor for which payments are being made. At the time of Lease execution, Landlord and Tenant will enter into an escrow agreement or tri-party agreement providing for the payment of the Tenant Allowance (the "**Security Agreement**"). If Landlord does not fund the escrow or fails to make any payment of the Tenant Allowance on a timely basis, Tenant will have the right to terminate the Lease, stop construction of Tenant's Improvements and/or offset any unpaid amounts against Rent. The Security Agreement will authorize payment of damages or any applicable portion of Tenant's Costs from the account established for Tenant Allowance. Tenant's plans will be subject to Landlord's approval. Post letter of credit. Pay against sworn statements/lien waivers.

Building design shall be a mixture of brick, EIFS and glass. The colors shall be subject to LL's approval.

Tenant will have the right to convert any overage in Tenant Allowance to be used towards Tenant Improvements.

OPTION TO RENEW:

Tenant desires three, five-year options to renew the lease. Option rent shall be increased by 10% after Year 10 of the initial term and following each successive five-year option periods.

FAILURE TO DELIVER PREMISES:

If Landlord has not delivered the premises to Tenant with all Landlord Work substantially completed within 120 days from the date on which Tenant commences construction of the Building, Tenant may elect to a) terminate the lease by written notice to Landlord or b) elect to receive two days of rent abatement for every day of delay beyond the 120 day delivery period. Landlord's delivery obligations hereunder shall be subject to force majeure.

HOLDING OVER:

Tenant shall be obligated to pay 115% of the then current rate for the first ninety days and 125% of the then current rate for any holdover beyond ninety days

TENANT SIGNAGE:

Tenant shall have the right to install building, monument and pylon signage at the Premises, subject to compliance with all applicable laws and regulations.

BUILDING HOURS:

As a single Tenant building, Tenant will have access 24 hours a day, seven days a week and will have direct control of HVAC and other utilities.

SUBLEASE/ASSIGNMENT:

Tenant will have the right at any time to sublease or assign its interest in this Lease to any majority owned subsidiaries or related entities of DaVita, Inc. without the consent of the Landlord, or to unrelated entities with Landlord reasonable approval.

ROOF RIGHTS:

Tenant shall have the right to place a satellite dish on the roof at no additional fee.

GOVERNMENTAL COMPLIANCE:

Landlord shall represent and warrant to Tenant that Landlord, at Landlord's sole expense, will cause the Premises, common areas, the building and parking facilities to be in full compliance with any governmental laws, ordinances, regulations or orders relating to, but not limited to, compliance with the Americans with Disabilities Act (ADA), and environmental conditions relating to the existence of asbestos and/or other hazardous materials, or soil and ground water conditions, and shall indemnify and hold Tenant harmless from any claims, liabilities and cost arising from environmental conditions not caused by Tenant(s). Notwithstanding the foregoing, if any governmental law, ordinance or regulation goes into effect as a result of Tenant's change in use of the Premises, Tenant shall be responsible for the costs of bring the Premises into compliance with such.

CERTIFICATE OF NEED:

Tenant CON Obligation: Landlord and Tenant understand and agree that the establishment of any chronic outpatient dialysis facility in the State of Illinois is subject to the requirements of the Illinois Health Facilities Planning Act, 20 ILCS 3960/1 et seq. and, thus, the Tenant cannot establish a dialysis facility on the Premises or execute a binding real estate lease in connection therewith unless Tenant obtains a Certificate of Need (CON) permit from the Illinois Health Facilities and Services Review Board (HFSRB). Based on the length of the HFSRB review process, Tenant does not expect to receive a CON permit prior to seven (7) months from the latter of an executed LOI or subsequent filing date. In light of the foregoing facts, the parties agree that they shall promptly proceed with due diligence to negotiate the terms of a definitive lease agreement and execute such agreement prior to approval of the CON permit provided, however, the lease shall not be binding on either party prior to approval of the CON permit and the lease agreement shall contain a contingency clause indicating that the lease agreement is not effective prior to CON permit approval. Assuming CON approval is granted, the effective date of the lease agreement shall be the first day of the calendar month following CON permit approval. In the event that the HFSRB does not award Tenant a CON permit to establish a dialysis center on the Premises within seven (7) months from the latter of an executed LOI or subsequent filing date neither party shall have any further obligation to the other party with regard to the negotiations, lease, or Premises contemplated by this Letter of Intent.

BROKERAGE FEE:

Landlord recognizes C&W as the Tenant's local representative and shall pay a brokerage fee equal to seventy-five cents (\$0.75) per square foot per lease term year, 50% shall be due upon lease signatures and 50% shall be due upon rent commencement. The Tenant shall retain the right to offset rent for failure to pay the brokerage fee.

CONTINGENCIES:

This proposal is subject to the Landlord securing and closing on the subject parcel.

In the event the Landlord is not successful in obtaining all necessary approvals including, but not limited to, zoning and use, the either party shall have the right, but not the obligation to terminate the lease.

PLANS:

Please provide copies of site and construction plans or drawings.

It should be understood that this proposal is subject to the terms of Exhibit A attached hereto. Please complete and return the Potential Referral Source Questionnaire in Exhibit C. The information in this proposal is confidential and may be legally privileged. It is intended solely for the addressee. Access to this information by anyone but addressee is unauthorized. Thank you for your time and consideration to partner with DaVita.

Sincerely,
Matthew J. Gramlich

CC: DaVita Regional Operational Leadership

SIGNATURE PAGE

LETTER OF INTENT:

3157 S Alpine Rd, Rockford, IL 61109

AGREED TO AND ACCEPTED THIS 11 DAY OF APRIL 2017

By: Mary Anderson

On behalf of Total Renal Care, Inc., a subsidiary of DaVita, Inc.
("Tenant")

AGREED TO AND ACCEPTED THIS 13th DAY OF APRIL 2017

By: Rhonda

DYN ROCKFORD, LLC.
("Landlord")

Attachment - 2

EXHIBIT A

NON-BINDING NOTICE

NOTICE: THE PROVISIONS CONTAINED IN THIS LETTER OF INTENT ARE AN EXPRESSION OF THE PARTIES' INTEREST ONLY. SAID PROVISIONS TAKEN TOGETHER OR SEPERATELY ARE NEITHER AN OFFER WHICH BY AN "ACCEPTANCE" CAN BECOME A CONTRACT, NOR A CONTRACT. BY ISSUING THIS LETTER OF INTENT NEITHER TENANT NOR LANDLORD (OR C&W) SHALL BE BOUND TO ENTER INTO ANY (GOOD FAITH OR OTHERWISE) NEGOTIATIONS OF ANY KIND WHATSOEVER. TENANT RESERVES THE RIGHT TO NEGOTIATE WITH OTHER PARTIES. NEITHER TENANT, LANDLORD OR C&W INTENDS ON THE PROVISIONS CONTAINED IN THIS LETTER OF INTENT TO BE BINDING IN ANY MANNER, AS THE ANALYSIS FOR AN ACCEPTABLE TRANSACTION WILL INVOLVE ADDITIONAL MATTERS NOT ADDRESSED IN THIS LETTER, INCLUDING, WITHOUT LIMITATION, THE TERMS OF ANY COMPETING PROJECTS, OVERALL ECONOMIC AND LIABILITY PROVISIONS CONTAINED IN ANY LEASE DOCUMENT AND INTERNAL APPROVAL PROCESSES AND PROCEDURES. THE PARTIES UNDERSTAND AND AGREE THAT A CONTRACT WITH RESPECT TO THE PROVISIONS IN THIS LETTER OF INTENT WILL NOT EXIST UNLESS AND UNTIL THE PARTIES HAVE EXECUTED A FORMAL, WRITTEN LEASE AGREEMENT APPROVED IN WRITING BY THEIR RESPECTIVE COUNSEL. C&W IS ACTING SOLELY IN THE CAPACITY OF SOLICITING, PROVIDING AND RECEIVING INFORMATION AND PROPOSALS AND NEGOTIATING THE SAME ON BEHALF OF OUR CLIENTS. UNDER NO CIRCUMSTANCES WHATSOEVER DOES C&W HAVE ANY AUTHORITY TO BIND OUR CLIENTS TO ANY ITEM, TERM OR COMBINATION OF TERMS CONTAINED HEREIN. THIS LETTER OF INTENT IS SUBMITTED SUBJECT TO ERRORS, OMISSIONS, CHANGE OF PRICE, RENTAL OR OTHER TERMS; ANY SPECIAL CONDITIONS IMPOSED BY OUR CLIENTS; AND WITHDRAWAL WITHOUT NOTICE. WE RESERVE THE RIGHT TO CONTINUE SIMULTANEOUS NEGOTIATIONS WITH OTHER PARTIES ON BEHALF OF OUR CLIENT. NO PARTY SHALL HAVE ANY LEGAL RIGHTS OR OBLIGATIONS WITH RESPECT TO ANY OTHER PARTY, AND NO PARTY SHOULD TAKE ANY ACTION OR FAIL TO TAKE ANY ACTION IN DETRIMENTAL RELIANCE ON THIS OR ANY OTHER DOCUMENT OR COMMUNICATION UNTIL AND UNLESS A DEFINITIVE WRITTEN LEASE AGREEMENT IS PREPARED AND SIGNED BY TENANT AND LANDLORD.

EXHIBIT B
LANDLORD'S WORK

Certified Pad Work:

1. **Compaction.** The soils where the Building is to be located shall be compacted to 95% Standard Proctor at the time measured and certified by Landlord or its contractor.
2. **Zoning.** Any Special Use Permit required for the operation of the Premises for the Permitted Use.
3. **Utilities.** All utilities to be provided within five (5) feet of the building foundation. Landlord shall be responsible for all tap/connection and impact fees for all utilities. All utilities to be coordinated with Tenant's Architect.
4. **Plumbing.** Landlord shall stub the dedicated water line within five feet of the building foundation. Building sanitary drain size will be determined by Tenant's mechanical engineer based on total combined drainage fixture units (DFU's) for the entire building, but not less than 4 inch diameter. The drain shall be stubbed into the building per location coordinated by Tenant at an elevation no higher than 4 feet below finished floor elevation, to a maximum of 10 feet below finished floor elevation and within five feet from the building.
5. **Electrical.** Landlord shall extend the primary to the transformer location selected by the utility. Tenant shall be responsible for the secondary to the Building.
6. **Gas.** Landlord shall provide natural gas service, at a minimum will be rated to have 6' water column pressure and supply 800,000 BTU's. Natural gas pipeline shall be stubbed to within five feet of the building foundation.
7. **Telephone.** Landlord shall provide a single 2" PVC underground conduit entrance into Tenant's utility room to serve as chase way for new telephone service. Entrance conduit locations shall be coordinated with Tenant.
8. **Cable TV.** Landlord shall provide a single 2" PVC underground conduit entrance into Tenant's utility room to serve as a chase way for new cable television service. Entrance conduit location shall be coordinate with Tenant. Tenant shall have the right to place a satellite dish on the roof and run appropriate electrical cabling from the Premises to such satellite dish and/or install cable service to the Premises at no additional fee. Landlord shall reasonably cooperate and grant right of access with Tenant's satellite or cable provider to ensure there is no delay in acquiring such services.
9. **Tenant's Building Permit.** Landlord shall complete any other work or requirements necessary for Tenant to obtain a permit for the construction of the Building shell and Tenant Improvements from the City of Rockford, Illinois or any other applicable authority from which Tenant must receive a permit for its work.

Notwithstanding anything to the contrary contained hereinabove, Tenant acknowledges that Landlord may not be able to complete the stub for the sanitary sewer service as part of the Certified Pad Work and that such work may be completed within thirty (30) days of the Actual Delivery Date of the Certified Pad.

Exterior Site Development Work:

1. **Handicap Accessibility.** Full compliance with ADA and all local jurisdictions' handicap requirements. Landlord shall comply with all ADA regulations affecting the entrance to the Premises, including but not limited to, concrete curb cuts, ramps and walk approaches to/from the parking lot, parking lot striping for four (4) dedicated handicap stalls for a unit up to 20 station clinic and six (6) handicapped stalls for units over 20 stations, handicap stalls inclusive of pavement markings and stall signs with current local provisions for handicap parking stalls, delivery areas and walkways.

Finish floor elevation is to be determined per Tenant's architectural plan in conjunction with Tenant's civil engineering and grading plans. If required, Landlord to construct concrete ramp of minimum 5' width, provide safety rails if needed, provide gradual transitions from overhead canopy and parking lot grade to finish floor elevation. Concrete surfaces to be troweled for slip resistant finish condition accord to accessible standards.

2. Site Development Scope of Requirements:

Landlord to provide Tenant with a site boundary and topographic ALTA survey, civil engineering and grading plans prepared by a registered professional engineer. Civil engineering plan is to include necessary details to comply with municipal standards. Plans will be submitted to Tenant's Architect for coordination purposes. Site development is to include the following:

- Utility extensions, service entrance locations, inspection manholes;
- Parking lot design, stall sizes per municipal standard in conformance to zoning requirement;
- Site grading with storm water management control measures (detention/retention/restrictions);
- Refuse enclosure location & construction details for trash and recycling;
- Handicap stall location to be as close to front entrance as possible;
- Side walk placement for patron access, delivery via service entrance;
- Concrete curbing for greenbelt management;
- Site lighting;
- Conduits for Tenant's signage;
- Site and parking to accommodate tractor trailer 8 wheel truck delivery access to service entrance;
- Ramps and curb depressions;
- Landscaping shrub and turf as required per municipality;
- Irrigation system if Landlord so desires and will be designed by landscape architect and approved by planning department;
- Construction details, specifications/standards of installation and legends;
- Final grade will be sloped away from Building.

3. Refuse Enclosure. Landlord to provide a minimum 6" thick reinforced concrete pad approximate 100 to 150 SF based on Tenant's requirements and an 8' x 12' apron way to accommodate dumpster and vehicle weight. Enclosure to be provided as required by local codes.

4. Generator. Landlord to allow a generator to be installed onsite if required by code or Tenant chooses to provide one.

5. Site Lighting. Landlord to provide adequate lighting per code and to illuminate all parking, pathways, and building access points readied for connection into Tenant's power panel. Location of pole fixtures per Landlord's civil plan to maximize illumination coverage across site. Parking lot lighting to include a timer (to be programmed to Tenant's hours of operation) or a photocell. Parking lot lighting shall be connected to and powered by Landlord house panel, if multi-tenant building) and equipped with a code compliant 90 minute battery back up at all access points.

6. Parking Lot. Landlord shall provide adequate amount of handicap and standard parking stalls in accordance with dialysis use and overall building uses. Stalls to receive striping, lot to receive traffic directional arrows and concrete parking bumpers. Bumpers to be firmly spike anchored in place onto the asphalt per stall alignment.

Asphalt wearing and binder course to meet geographical location design requirements for parking area and for truck delivery driveway.

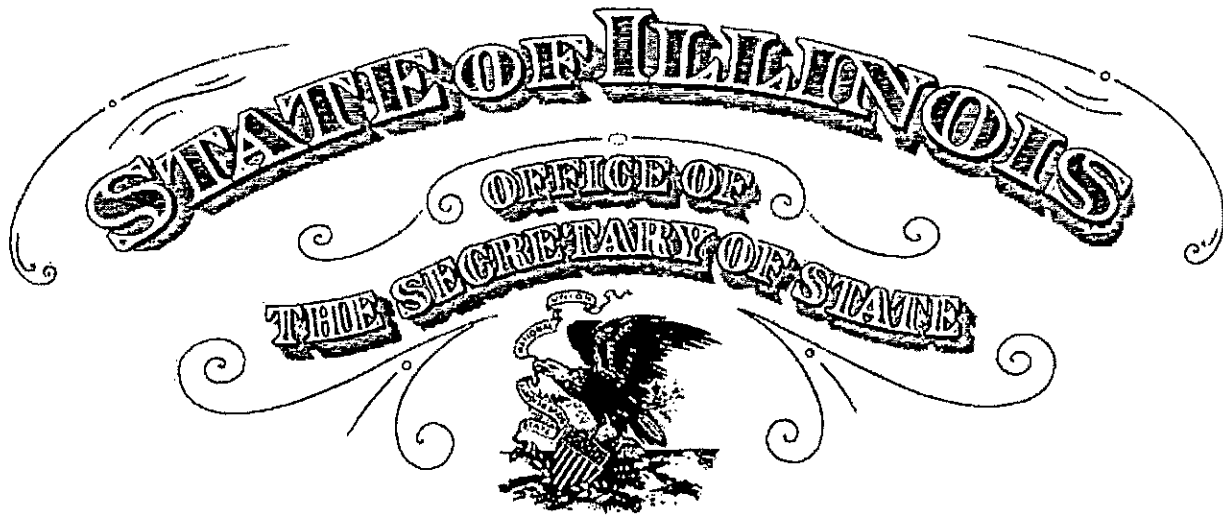
Asphalt to be graded gradual to meet handicap and civil site slope standards, graded into and out of new patient drop off canopy and provide positive drainage to in place storm catch basins leaving surface free of standing water, birth baths or ice build ups potential.

Notwithstanding anything to the contrary contained herein, in order to avoid damage to the asphalt in the parking field during Tenant's construction of the Building, Landlord shall not commence the top course paving of the parking lot, including striping of the parking field ("Top Course Work") by the Exterior Date. The Top Course Work shall be completed within thirty (30) days of Tenant's commencement of Tenant's interior Improvement Work, provided that Tenant will provide Landlord with not less than thirty (30) days notice of its commencement of its interior Improvement Work. Notwithstanding the foregoing, if Landlord has not then received notice from Tenant regarding the commencement of the Tenant's interior Improvement Work, Landlord may commence the Top Course Work on October 15.

7. Site Signage. Landlord to allow for an illuminated site and/or façade mounted signs. Power and a receptacle to be installed for Tenant's pylon/monument sign.

Section I, Identification, General Information, and Certification
Operating Entity/Licensee

The Illinois Certificate of Good Standing for Total Renal Care Inc. is attached at Attachment – 3.



To all to whom these Presents Shall Come, Greeting:

I, Jesse White, Secretary of State of the State of Illinois, do hereby certify that I am the keeper of the records of the Department of Business Services. I certify that

TOTAL RENAL CARE, INC., INCORPORATED IN CALIFORNIA AND LICENSED TO TRANSACT BUSINESS IN THIS STATE ON MARCH 10, 1995, APPEARS TO HAVE COMPLIED WITH ALL THE PROVISIONS OF THE BUSINESS CORPORATION ACT OF THIS STATE RELATING TO THE PAYMENT OF FRANCHISE TAXES, AND AS OF THIS DATE, IS A FOREIGN CORPORATION IN GOOD STANDING AND AUTHORIZED TO TRANSACT BUSINESS IN THE STATE OF ILLINOIS.



In Testimony Whereof, I hereto set
my hand and cause to be affixed the Great Seal of
the State of Illinois, this 24TH
day of JULY A.D. 2017 .

Jesse White

SECRETARY OF STATE

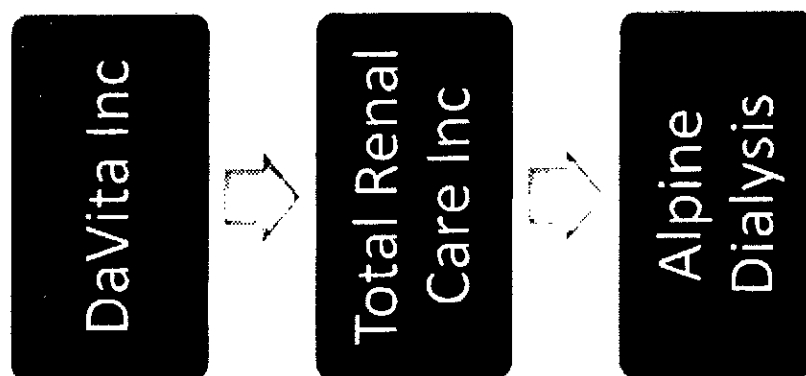
Authentication #: 1720501710 verifiable until 07/24/2018
Authenticate at: <http://www.cyberdriveillinois.com>

Attachment - 3

Section I, Identification, General Information, and Certification
Organizational Relationships

The organizational chart for DaVita Inc., Total Renal Care Inc. and Alpine Dialysis is attached at Attachment – 4.

Alpine Dialysis Organizational Chart



Section I, Identification, General Information, and Certification
Flood Plain Requirements

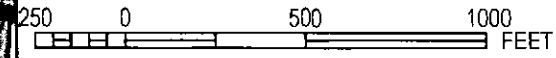
The site of the proposed dialysis facility complies with the requirements of Illinois Executive Order #2005-5. The proposed dialysis facility will be located at 3157 South Alpine Road, Rockford, Illinois 61109. As shown in the documentation from the FEMA Flood Map Service Center attached at Attachment - 5. The interactive map for Panel 17201C0382D reveals that this area is not included in the flood plain.



National Flood Insurance Program at 1-800-638-6620.



MAP SCALE 1" = 500'



NATIONAL FLOOD INSURANCE PROGRAM

PANEL 0382D

FIRM

FLOOD INSURANCE RATE MAP
WINNEBAGO COUNTY,
ILLINOIS
AND INCORPORATED AREAS

PANEL 382 OF 415
(SEE MAP INDEX FOR FIRM PANEL LAYOUT)

CONTAINS

COMMUNITY	NUMBER	PANEL	SUFFIX
ROCKFORD CITY OF	170720	0382	0
WINNEBAGO COUNTY	170720	0382	0

Notice to User The Map Number shown below should be used when placing map orders. The Community Number shown above should be used on insurance applications for the subject community.



MAP NUMBER
17201C0382D
EFFECTIVE DATE
SEPTEMBER 6, 2006

Federal Emergency Management Agency

This is an official copy of a portion of the above referenced flood map. It was extracted using F-MIT On-Line. This map does not reflect changes or amendments which may have been made subsequent to the date on the title block. For the latest product information about National Flood Insurance Program flood maps check the FEMA Flood Map Store at www.msc.fema.gov

Section I, Identification, General Information, and Certification
Historic Resources Preservation Act Requirements

The Historic Preservation Act determination from the Illinois Historic Preservation Agency is attached at Attachment – 6.



Illinois Historic Preservation Agency

1 Old State Capitol Plaza, Springfield, IL 62701-1512

FAX 217/524-7525

www.illinoishistory.gov

Winnebago County
Rockford
3157 South Alpine Road
Section:5-Township:43-Range:2
IHFSRB
New construction, 8-station dialysis facility

PLEASE REFER TO: IHPA LOG #004050917

June 7, 2017

Timothy Tincknell
DaVita Healthcare Partners, Inc.
2484 N. Elston Ave.
Chicago, IL 60647

Dear Mr. Tincknell:

The Illinois Historic Preservation Agency is required by the Illinois State Agency Historic Resources Preservation Act (20 ILCS 3420, as amended, 17 IAC 4180) to review all state funded, permitted or licensed undertakings for their effect on cultural resources. Pursuant to this, we have received information regarding the referenced project for our comment.

Our staff has reviewed the specifications under the state law and assessed the impact of the project as submitted by your office. We have determined, based on the available information, that no significant historic, architectural or archaeological resources are located within the proposed project area.

According to the information you have provided concerning your proposed project, apparently there is no federal involvement in your project. However, please note that the state law is less restrictive than the federal cultural resource laws concerning archaeology. If your project will use federal loans or grants, need federal agency permits, use federal property, or involve assistance from a federal agency, then your project must be reviewed under the National Historic Preservation Act of 1966, as amended. Please notify us immediately if such is the case.

This clearance remains in effect for two (2) years from date of issuance. It does not pertain to any discovery during construction, nor is it a clearance for purposes of the IL Human Skeletal Remains Protection Act (20 ILCS 3440).

Please retain this letter in your files as evidence of compliance with the Illinois State Agency Historic Resources Preservation Act.

Sincerely,

Rachel Leibowitz, Ph.D.
Deputy State Historic
Preservation Officer

Attachment - 6

Section I, Identification, General Information, and Certification
Project Costs and Sources of Funds

Table 1120.110			
Project Cost	Clinical	Non-Clinical	Total
New Construction Contracts	\$883,000	\$277,000	\$1,160,000
Modernization Contracts			
Contingencies	\$88,300	\$27,700	\$116,000
Architectural/Engineering Fees	\$71,800	\$30,800	\$102,600
Consulting and Other Fees	\$40,933	\$17,543	\$58,476
Moveable and Other Equipment			
Communications	\$66,565		\$66,565
Water Treatment	\$141,560		\$141,560
Bio-Medical Equipment	\$11,850		\$11,850
Clinical Equipment	\$141,154		\$141,154
Clinical Furniture/Fixtures	\$11,465		\$11,465
Lounge Furniture/Fixtures		\$3,855	\$3,855
Storage Furniture/Fixtures		\$4,487	\$4,487
Business Office Fixtures		\$30,375	\$30,375
General Furniture/Fixtures		\$27,000	\$27,000
Signage		\$12,000	\$12,000
Total Moveable and Other Equipment	\$372,594	\$77,717	\$450,311
Fair Market Value of Leased Space	\$723,395	\$226,994	\$950,389
Total Project Costs	\$2,180,022	\$657,754	\$2,837,776

Section I, Identification, General Information, and Certification
Project Status and Completion Schedules

The Applicants anticipate project completion within approximately **24** months of project approval.

Further, although the Letter of Intent attached at Attachment – 2 provides for project obligation to occur after permit issuance, the Applicants will begin negotiations on a definitive lease agreement for the facility, with the intent of project obligation being contingent upon permit issuance.

Section I, Identification, General Information, and Certification
Current Projects

DaVita Current Projects			
Project Number	Name	Project Type	Completion Date
15-020	Calumet City Dialysis	Establishment	01/31/2018
15-025	South Holland Dialysis	Relocation	10/31/2017
15-048	Park Manor Dialysis	Establishment	02/28/2018
15-049	Huntley Dialysis	Establishment	02/28/2018
15-052	Sauget Dialysis	Expansion	08/31/2017
15-054	Washington Heights Dialysis	Establishment	09/30/2017
16-004	O'Fallon Dialysis	Establishment	09/30/2017
16-009	Collinsville Dialysis	Establishment	11/30/2017
16-015	Forest City Rockford	Establishment	06/30/2018
16-023	Irving Park Dialysis	Establishment	08/31/2018
16-033	Brighton Park Dialysis	Establishment	10/31/2018
16-036	Springfield Central Dialysis	Relocation	03/31/2019
16-037	Foxpoint Dialysis	Establishment	07/31/2018
16-040	Jerseyville Dialysis	Expansion	07/31/2018
16-041	Taylorville Dialysis	Expansion	07/31/2018
16-051	Whiteside Dialysis	Relocation	03/31/2019

Section I, Identification, General Information, and Certification
Cost Space Requirements

Cost Space Table							
Dept. / Area	Cost	Gross Square Feet		Amount of Proposed Total Gross Square Feet That Is:			
		Existing	Proposed	New Const.	Modernized	As Is	Vacated Space
CLINICAL							
ESRD	\$2,101,922		4,605	4,605			
Total Clinical	\$2,101,922		4,605	4,605			
NON REVIEWABLE							
Administrative	\$735,854		1,445	1,445			
Total Non-Reviewable	\$735,854		1,445	1,445			
TOTAL	\$2,837,776		6,050	6,050			

Section III, Project Purpose, Background and Alternatives – Information Requirements
Criterion 1110.230(a), Project Purpose, Background and Alternatives

The Applicants are fit, willing and able, and have the qualifications, background and character to adequately provide a proper standard of health care services for the community. This project is for the establishment of Alpine Dialysis, an 8-station in-center hemodialysis facility to be located at 3157 South Alpine Road, Rockford, Illinois 61109.

DaVita Inc. is a leading provider of dialysis services in the United States and is committed to innovation, improving clinical outcomes, compassionate care, education and empowering patients, and community outreach. A copy of DaVita's 2016 Community Care report, some of which is outlined below, details DaVita's commitment to quality, patient centric focus and community outreach and is included in this application at Attachment – 11A.

Quality

DaVita ranked first in outcomes for the fourth straight year in the Centers for Medicare and Medicaid Services ("CMS") end stage renal disease ("ESRD") Quality Incentive Program. The ESRD QIP reduces payments to dialysis facilities that do not meet or exceed CMS-endorsed performance standards. DaVita outperformed the rest of the industry combined with only 11 percent of facilities receiving penalties versus 23 percent for the rest of the industry. See Attachment – 11B.

On June 29, 2017, CAPG awarded HealthCare Partners in California and The Everest Clinic in Washington its Standards of Excellence™ Elite Awards. U Attachment – 11C. The CAPG's Standards of Excellence™ survey is the industry standard for assessing the delivery of accountable and value based care. Elite awards are achieved by excelling in six domains including Care Management Practices, Information Technology, Accountability and Transparency, Patient-Centered Care, Group Support of Advanced Primary Care and Administrative and Financial Capability.

In August 2016, DaVita Hospital Services, the first inpatient kidney care service to receive Ambulatory Health Care Accreditation from the Joint Commission, was re-accredited for three years. Joint Commission accreditation and certification is recognized nationwide as a symbol of quality that reflects an organizations' commitment to meeting certain performance standards. For the past three years, DaVita identified key areas for improvement, created training presentations and documents, provided WebEx training sessions and coordinated 156 hospital site visits for The Joint Commission Surveyors and DaVita teammates. Accreditation allows DaVita to monitor and evaluate the safety of kidney care and apheresis therapies against ambulatory industry standards. The accreditation allows for increased focus on enhancing the quality and safety of patient care; improved clinical outcomes and performance metrics, risk management and survey preparedness. Having set standards in place can further allow DaVita to measure performance and become better aligned with its hospital partners.

On June 16, 2016, DaVita announced its partnership with Renal Physicians Association ("RPA") and the American Board of Internal Medicine ("ABIM") to allow DaVita-affiliated nephrologists to earn Maintenance of Certification ("MOC") credits for participating in dialysis unit quality improvement activities. MOC certification highlights nephrologists' knowledge and skill level for patients looking for high quality care.

Improving Patient Care

DaVita has taken on many initiatives to improve the lives of patients suffering from chronic kidney disease ("CKD") and ESRD. These programs include the Kidney Smart, IMPACT, CathAway, and transplant assistance programs.

30 million or 15% of U.S. adults are estimated to have CKD.¹ Current data reveals troubling trends, which help explain the growing need for dialysis services:

- Between 1999-2002 and 2011-2014, the overall prevalence estimate for CKD rose from 13.9 to 14.8 percent. The largest relative increase, from 38.2 to 42.6 percent, was seen in those with cardiovascular disease.²
- Many studies have shown that diabetes, hypertension, cardiovascular disease, higher body mass index, and advancing age are associated with the increasing prevalence of CKD.³
- Over six times the number of new patients began treatment for ESRD in 2014 (120,688) versus 1980 (approximately 20,000).⁴
- Over eleven times more patients are now being treated for ESRD than in 1980 (678,383 versus approximately 60,000).⁵
- Increasing prevalence in the diagnosis of diabetes and hypertension, the two major causes of CKD; 44% of new ESRD cases have a primary diagnosis of diabetes; 28% have a primary diagnosis of hypertension.⁶
- Nephrology care prior to ESRD continues to be a concern. Since the 2005 introduction of the new Medical Evidence form (2728), with fields addressing pre-ESRD care, there has been little progress made in this area (pre-ESRD data, however, should be interpreted with caution because of the potential for misreporting). Twenty-four percent of new ESRD patients in 2014, for example, had not seen a nephrologist prior to beginning therapy. And among these patients, 63 percent of those on hemodialysis began therapy with a catheter, compared to 34 percent of those who had received a year or more of nephrology care.⁷

To improve access to kidney care services, DaVita and Northwell Health have joint ventured to serve thousands of patients in Queens and Long Island with integrated kidney care. The joint venture will provide kidney care services in a multi-phased approach, including:

- Physician education and support
- Chronic kidney disease education
- Network of outpatient centers

¹ Centers for Disease Control & Prevention, National Center for Chronic Disease Prevention and Health Promotion, National Chronic Kidney Disease Fact Sheet, 2017 (2017) available at https://www.cdc.gov/diabetes/pubs/pdf/kidney_factsheet.pdf (last visited Jul. 20, 2017).

² US Renal Data System, USRDS 2016 Annual Data Report: Epidemiology of Kidney Disease in the United States, National Institutes of Health, National Institute of Diabetes and Digestive and Kidney Diseases, Bethesda, MD, 39 (2016).

³ Id.

⁴ Id. at 215.

⁵ Id. at 216.

⁶ Id. at 288.

⁷ Id. at 292-294.

- Hospital services
- Vascular access
- Integrated care
- Clinical research
- Transplant services

The joint venture will encourage more in-home treatment at centers operated by DaVita and Northwell Health.

DaVita's Kidney Smart program helps to improve intervention and education for pre-ESRD patients. Timely CKD care is imperative for patient morbidity and mortality. Adverse outcomes of CKD can often be prevented or delayed through early detection and treatment. Several studies have shown that early detection, intervention and care of CKD may improve patient outcomes and reduce ESRD:

- Reduced GFR is an independent risk factor for morbidity and mortality. A reduction in the rate of decline in kidney function upon nephrologists' referrals has been associated with prolonged survival of CKD patients,
- Late referral to a nephrologist has been correlated with lower survival during the first 90 days of dialysis, and
- Timely referral of CKD patients to a multidisciplinary clinical team may improve outcomes and reduce cost.

A care plan for patients with CKD includes strategies to slow the loss of kidney function, manage comorbidities, and prevent or treat cardiovascular disease and other complications of CKD, as well as ease the transition to kidney replacement therapy. Through the Kidney Smart program, DaVita offers educational services to CKD patients that can help patients reduce, delay, and prevent adverse outcomes of untreated CKD. DaVita's Kidney Smart program encourages CKD patients to take control of their health and make informed decisions about their dialysis care.

DaVita's IMPACT program seeks to reduce patient mortality rates during the first 90-days of dialysis through patient intake, education and management, and reporting. Through IMPACT, DaVita's physician partners and clinical team have had proven positive results in addressing the critical issues of the incident dialysis patient. The program has helped improve DaVita's overall gross mortality rate, which has fallen 28% in the last 13 years.

DaVita's CathAway program seeks to reduce the number of patients with central venous catheters ("CVC"). Instead patients receive arteriovenous fistula ("AV fistula") placement. AV fistulas have superior patency, lower complication rates, improved adequacy, lower cost to the healthcare system, and decreased risk of patient mortality compared to CVCs. In July 2003, the Centers for Medicare and Medicaid Services, the End Stage Renal Disease Networks and key providers jointly recommended adoption of a National Vascular Access Improvement Initiative ("NVAII") to increase the appropriate use of AV fistulas for hemodialysis. The CathAway program is designed to comply with NVAII through patient education outlining the benefits for AV fistula placement and support through vessel mapping, fistula surgery and maturation, first cannulation and catheter removal.

For more than a decade, DaVita has been investing and growing its integrated kidney care capabilities. Through Patient Pathways, DaVita partners with hospitals to provide faster, more accurate ESRD patient placement to reduce the length of hospital inpatient stays and readmissions. Importantly, Patient Pathways is not an intake program. An unbiased onsite liaison, specializing in ESRD patient care, meets

with both newly diagnosed and existing ESRD patients to assess their current ESRD care and provides information about insurance, treatment modalities, outpatient care, financial obligations before discharge, and grants available to ESRD patients. Patients choose a provider/center that best meets their needs for insurance, preferred nephrologists, transportation, modality and treatment schedule.

DaVita currently partners with over 250 hospitals nationwide through Patient Pathways. Patient Pathways has demonstrated benefits to hospitals, patients, physicians and dialysis centers. Since its creation in 2007, Patient Pathways has impacted over 130,000 patients. The Patient Pathways program reduced overall readmission rates by 18 percent, reduced average patient stay by a half-day, and reduced acute dialysis treatments per patient by 11 percent. Moreover, patients are better educated and arrive at the dialysis center more prepared and less stressed. They have a better understanding of their insurance coverage and are more engaged and satisfied with their choice of dialysis facility. As a result, patients have higher attendance rates, are more compliant with their dialysis care, and have fewer avoidable readmissions.

Since 1996, Village Health has innovated to become the country's largest renal National Committee for Quality Assurance accredited disease management program. VillageHealth's Integrated Care Management ("ICM") services partners with patients, providers and care team members to focus on the root causes of unnecessary hospitalizations such as unplanned dialysis starts, infection, fluid overload and medication management.

VillageHealth ICM services for payers and ACOs provide CKD and ESRD population health management delivered by a team of dedicated and highly skilled nurses who support patients both in the field and on the phone. Nurses use VillageHealth's industry-leading renal decision support and risk stratification software to manage a patient's coordinated needs. Improved clinical outcomes and reduced hospital readmission rates have contributed to improved quality of life for patients. As of 2014, VillageHealth ICM has delivered up to a 15 percent reduction in non-dialysis medical costs for ESRD patients, a 15 percent lower year-one mortality rate over a three-year period, and 27 percent fewer hospital readmissions compared to the Medicare benchmark. Applied to DaVita's managed ESRD population, this represents an annual savings of more than \$30 million.

DaVita has long been committed to helping its patients receive a thorough kidney transplant education within 30 days of their first dialysis treatment. Patients are educated about the step-by-step transplant process and requirements, health benefits of a transplant and the transplant center options available to them. The social worker or designee obtains transplant center guidelines and criteria for selection of appropriate candidates and assists transplant candidates with factors that may affect their eligibility, such as severe obesity, adherence to prescribed medicine or therapy, and social/emotional/financial factors related to post-transplant functioning.

In an effort to better serve all kidney patients, DaVita believes in requiring that all providers measure outcomes in the same way and report them in a timely and accurate basis or be subject to penalty. There are four key measures that are the most common indicators of quality care for dialysis providers: dialysis adequacy, fistula use rate, nutrition and bone and mineral metabolism. Adherence to these standard measures has been directly linked to 15-20% fewer hospitalizations. On each of these measures, DaVita has demonstrated superior clinical outcomes, which directly translated into 7% reduction in hospitalizations among DaVita patients.

DaVita Rx, the first and largest licensed, full-service U.S. renal pharmacy, focuses on the unique needs of dialysis patients. Since 2005, DaVita Rx has been helping improve outcomes by delivering medications to dialysis centers or to patients' homes, making it easier for patients to keep up with their drug regimens. DaVita Rx patients have medication adherence rates greater than 80%, almost double that of patients who fill their prescriptions elsewhere, and are correlated with 40% fewer hospitalizations.

Awards

DaVita has been repeatedly recognized for its commitment to its employees (or teammates), particularly its more than 1,700 teammates who are reservists, members of the National Guard, military veterans, and military spouses. Victory Media, publisher of *GI Jobs®* and *Military Spouse Magazine*, recently recognized DaVita as a 2017 Top Military Friendly Employer for the eighth consecutive year. See Attachment – 11D. Companies competed for the elite Military Friendly® Employer title by completing a data-driven survey. Criteria included a benchmark score across key programs and policies, such as the strength of company military recruiting efforts, percentage of new hires with prior military service, retention programs for veterans, and company policies on National Guard and Reserve service.

In April 2017, DaVita was certified by WorldBlu as a "Freedom-Centered Workplace." For the tenth consecutive year, DaVita appeared on WorldBlu's list, formerly known as "most democratic" workplaces. See Attachment – 11E. WorldBlu surveys organizations' teammates to determine the level of democracy practiced. For the sixth consecutive year, DaVita was recognized as a Top Workplace by The Denver Post. See Attachment – 11F. In 2017, DaVita was recognized among *Training* magazine's Top 125 for its whole-person learning approach to training and development programs for the thirteenth year in a row. See Attachment – 11G. Finally, DaVita has been recognized as one of Fortune® Magazine's Most Admired Companies in 2017 – for the tenth consecutive year and eleventh year overall. See Attachment – 11H.

Service to the Community

DaVita is also committed to sustainability and reducing its carbon footprint. In fact, it is the only kidney care company recognized by the Environmental Protection Agency for its sustainability initiatives. In 2010, DaVita opened the first LEED-certified dialysis center in the U.S. Newsweek Green Rankings recognized DaVita as a 2015 Top Green Company in the United States, and it has appeared on the list every year since the inception of the program in 2009. Since 2013, DaVita has saved 645 million gallons of water through optimization projects. Through toner and cell phone recycling programs, more than \$126,000 has been donated to Bridge of Life. In 2016, Village Green, DaVita's corporate sustainability program, launched a formal electronic waste program and recycled more than 113,000 pounds of e-waste. See Attachment – 11I.

DaVita consistently raises awareness of community needs and makes cash contributions to organizations aimed at improving access to kidney care. DaVita provides significant funding to kidney disease awareness organizations such as the Kidney TRUST, the National Kidney Foundation, the American Kidney Fund, and several other organizations. Its own employees, or members of the "DaVita Village," assist in these initiatives. In 2016, more than 560 riders participated in Tour DaVita, DaVita's annual charity bike ride, which raised \$1.2 million to support Bridge of Life. Bridge of Life serves thousands of men, women and children around the world through kidney care, primary care, education and prevention and medically supported camps for kids. DaVita Way of Giving program donated \$2.2 million in 2016 to locally based charities across the United States. See Attachment – 11J. Since 2011, DaVita teammates have donated \$9.1 million to thousands of organizations through DaVita Way of Giving.

DaVita does not limit its community engagement to the U.S. alone. In 2006, Bridge of Life, the primary program of DaVita Village Trust, an independent 501(c)(3) nonprofit organization, completed more than 398 international and domestic medical missions and events in 25 countries. More than 900 DaVita volunteers supported these missions, impacting more than 96,000 men, women and children. See Attachment – 11K.

1. Neither the Centers for Medicare and Medicaid Services nor the Illinois Department of Public Health ("IDPH") has taken any adverse action involving civil monetary penalties or restriction or termination of participation in the Medicare or Medicaid programs against any of the applicants, or against any Illinois health care facilities owned or operated by the Applicants, directly or indirectly, within three years preceding the filing of this application.

2. A list of health care facilities owned or operated by the Applicants in Illinois is attached at Attachment – 11L. Dialysis facilities are currently not subject to State Licensure in Illinois.

Certification that no adverse action has been taken against either of the Applicants or against any health care facilities owned or operated by the Applicants in Illinois within three years preceding the filing of this application is attached at Attachment – 11M.

3. An authorization permitting the Illinois Health Facilities and Services Review Board ("State Board") and IDPH access to any documents necessary to verify information submitted, including, but not limited to: official records of IDPH or other State agencies; and the records of nationally recognized accreditation organizations is attached at Attachment – 11M.

Section III, Project Purpose, Background and Alternatives – Information Requirements
Criterion 1110.230(a), Project Purpose, Background and Alternatives

The Applicants are fit, willing and able, and have the qualifications, background and character to adequately provide a proper standard of health care services for the community. This project is for the establishment of Alpine Dialysis, an 8-station in-center hemodialysis facility to be located at 3157 South Alpine Road, Rockford, Illinois 61109.

DaVita Inc. is a leading provider of dialysis services in the United States and is committed to innovation, improving clinical outcomes, compassionate care, education and empowering patients, and community outreach. A copy of DaVita's 2016 Community Care report details DaVita's commitment to quality, patient centric focus and community outreach and was previously included in the application for Proj. No, 17-032. Some key initiatives of DaVita which are covered in that report are also outlined below,

Kidney Disease Statistics

30 million or 15% of U.S. adults are estimated to have CKD.¹ Current data reveals troubling trends, which help explain the growing need for dialysis services:

- Between 1999-2002 and 2011-2014, the overall prevalence estimate for CKD rose from 13.9 to 14.8 percent. The largest relative increase, from 38.2 to 42.6 percent, was seen in those with cardiovascular disease.²
- Many studies now show that diabetes, hypertension, cardiovascular disease, higher body mass index, and advancing age are associated with the increasing prevalence of CKD.³
- Over six times the number of new patients began treatment for ESRD in 2014 (120,688) versus 1980 (approximately 20,000).⁴
- Over eleven times more patients are now being treated for ESRD than in 1980 (678,383 versus approximately 60,000).⁵
- Increasing prevalence in the diagnosis of diabetes and hypertension, the two major causes of CKD; 44% of new ESRD cases have a primary diagnosis of diabetes; 28% have a primary diagnosis of hypertension.⁶
- Lack of access to nephrology care for patients with CKD prior to reaching end stage kidney disease which requires renal replacement therapy continues to be a public health concern. Timely CKD care is imperative for patient morbidity and mortality. Beginning in 2005, CMS began to collect CKD data on patients beginning dialysis. Based on that data, it appears that little

¹ Centers for Disease Control & Prevention, National Center for Chronic Disease Prevention and Health Promotion, National Chronic Kidney Disease Fact Sheet, 2017 (2017) available at https://www.cdc.gov/diabetes/pubs/pdf/kidney_factsheet.pdf (last visited Jul. 20, 2017).

² US Renal Data System, USRDS 2016 Annual Data Report: Epidemiology of Kidney Disease in the United States, National Institutes of Health, National Institute of Diabetes and Digestive and Kidney Diseases, Bethesda, MD, 39 (2016).

³ Id.

⁴ Id. at 215.

⁵ Id. at 216.

⁶ Id. at 288.

progress has been made to improve access to pre-ESRD kidney care. For example, in 2014, 24% of newly diagnosed ESRD patients had not been treated by a nephrologist prior to beginning dialysis therapy. And among these patients who had not previously been followed by a nephrologist, 63% of those on hemodialysis began therapy with a catheter rather than a fistula. Comparatively, only 34% of those patients who had received a year or more of nephrology care prior to reaching ESRD initiated dialysis with a catheter instead of a fistula.⁷

DaVita's Quality Recognition and Initiatives

Awards and Recognition

- **Quality Incentive Program.** DaVita ranked first in outcomes for the fourth straight year in the Centers for Medicare and Medicaid Services ("CMS") end stage renal disease ("ESRD") Quality Incentive Program. The ESRD QIP reduces payments to dialysis facilities that do not meet or exceed CMS-endorsed performance standards. DaVita outperformed the other ESRD providers in the industry combined with only 11 percent of facilities receiving adjustments versus 23 percent for the rest of the industry.
- **Coordination of Care.** On June 29, 2017, CAPG, the leading association in the country representing physician organizations practicing capitated, coordinated care, awarded both of DaVita's medical groups - HealthCare Partners in California and The Everett Clinic in Washington - its Standards of Excellence™ Elite Awards. The CAPG's Standards of Excellence™ survey is the industry standard for assessing the delivery of accountable and value based care. Elite awards are achieved by excelling in six domains including Care Management Practices, Information Technology, Accountability and Transparency, Patient-Centered Care, Group Support of Advanced Primary Care and Administrative and Financial Capability.
- **Joint Commission Accreditation.** In August 2016, DaVita Hospital Services, the first inpatient kidney care service to receive Ambulatory Health Care Accreditation from the Joint Commission, was re-accredited for three years. Joint Commission accreditation and certification is recognized nationwide as a symbol of quality that reflects an organization's commitment to meeting certain performance standards. For the past three years, DaVita identified key areas for improvement, created training presentations and documents, provided WebEx training sessions and coordinated 156 hospital site visits for The Joint Commission Surveyors and DaVita teammates. Accreditation allows DaVita to monitor and evaluate the safety of kidney care and apheresis therapies against ambulatory industry standards. The accreditation allows for increased focus on enhancing the quality and safety of patient care; improved clinical outcomes and performance metrics, risk management and survey preparedness. Having set standards in place can further allow DaVita to measure performance and become better aligned with its hospital partners.
- **Military Friendly Employer Recognition.** DaVita has been repeatedly recognized for its commitment to its employees, particularly its more than 1,700 teammates who are reservists, members of the National Guard, military veterans, and military spouses. Victory Media, publisher of GI Jobs® and *Military Spouse Magazine*, recently recognized DaVita as a 2017 Top Military Friendly Employer for the eighth consecutive year. Companies competed for the elite Military Friendly® Employer title by completing a data-driven survey. Criteria included a benchmark score across key programs and policies, such as the strength of company military recruiting efforts, percentage of new hires with prior military service, retention programs for veterans, and company policies on National Guard and Reserve service.
- **Workplace Awards.** In April 2017, DaVita was certified by WorldBlu as a "Freedom-Centered Workplace." For the tenth consecutive year, DaVita appeared on WorldBlu's list, formerly known as "most democratic" workplaces. WorldBlu surveys organizations' teammates to determine the

⁷ Id at 292-294.

level of democracy practiced. For the sixth consecutive year, DaVita was recognized as a Top Workplace by The Denver Post. In 2017, DaVita was recognized among *Training* magazine's Top 125 for its whole-person learning approach to training and development programs for the thirteenth year in a row. Finally, DaVita has been recognized as one of Fortune® Magazine's Most Admired Companies in 2017 – for the tenth consecutive year and eleventh year overall.

Quality Initiatives

DaVita has undertaken many initiatives to improve the lives of patients suffering from chronic kidney disease ("CKD") and ESRD. These programs include the Kidney Smart, IMPACT, CathAway, and transplant assistance programs. These programs and others are described below.

- On June 16, 2016, DaVita announced its partnership with Renal Physicians Association ("RPA") and the American Board of Internal Medicine ("ABIM") to allow DaVita-affiliated nephrologists to earn Maintenance of Certification ("MOC") credits for participating in dialysis unit quality improvement activities. MOC certification highlights nephrologists' knowledge and skill level for patients looking for high quality care.
- To improve access to kidney care services, DaVita and Northwell Health in New York have joint ventured to serve thousands of patients in Queens and Long Island with integrated kidney care. The joint venture will provide kidney care services in a multi-phased approach, including:
 - Physician education and support
 - Chronic kidney disease education
 - Network of outpatient centers
 - Hospital services
 - Vascular access
 - Integrated care
 - Clinical research
 - Transplant services

The joint venture will encourage patients to better utilize in-home treatment options.

- DaVita's Kidney Smart program helps to improve intervention and education for pre-ESRD patients. Adverse outcomes of CKD can often be prevented or delayed through early detection and treatment. Several studies have shown that early detection, intervention and care of CKD may improve patient outcomes and reduce ESRD as follows:
 - (i) Reduced GFR is an independent risk factor for morbidity and mortality. A reduction in the rate of decline in kidney function upon nephrologists' referrals has been associated with prolonged survival of CKD patients,
 - (ii) Late referral to a nephrologist has been correlated with lower survival during the first 90 days of dialysis, and
 - (iii) Timely referral of CKD patients to a multidisciplinary clinical team may improve outcomes and reduce cost.

A care plan for patients with CKD includes strategies to slow the loss of kidney function, manage comorbidities, and prevent or treat cardiovascular disease and other complications of CKD, as well as ease the transition to kidney replacement therapy. Through the Kidney Smart program, DaVita offers educational services to CKD patients that can help patients reduce, delay, and prevent adverse outcomes of untreated CKD. DaVita's Kidney Smart program encourages CKD patients to take control of their health and make informed decisions about their dialysis care.

- DaVita's IMPACT program seeks to reduce patient mortality rates during the first 90-days of dialysis through patient intake, education and management, and reporting. Through IMPACT, DaVita's physician partners and clinical team have had proven positive results in addressing the critical issues of the incident dialysis patient. The program has helped improve DaVita's overall gross mortality rate, which has fallen 28% in the last 13 years.
- DaVita's CathAway program seeks to reduce the number of patients with central venous catheters ("CVC"). Instead patients receive arteriovenous fistula ("AV fistula") placement. AV fistulas have superior patency, lower complication rates, improved adequacy, lower cost to the healthcare system, and decreased risk of patient mortality compared to CVCs. In July 2003, the Centers for Medicare and Medicaid Services, the End Stage Renal Disease Networks and key providers jointly recommended adoption of a National Vascular Access Improvement Initiative ("NVAII") to increase the appropriate use of AV fistulas for hemodialysis. The CathAway program is designed to comply with NVAII through patient education outlining the benefits for AV fistula placement and support through vessel mapping, fistula surgery and maturation, first cannulation and catheter removal.
- For more than a decade, DaVita has been investing and growing its integrated kidney care capabilities. Through Patient Pathways, DaVita partners with hospitals to provide faster, more accurate ESRD patient placement to reduce the length of hospital inpatient stays and readmissions. Importantly, Patient Pathways is not an intake program. An unbiased onsite liaison, specializing in ESRD patient care, meets with both newly diagnosed and existing ESRD patients to assess their current ESRD care and provides information about insurance, treatment modalities, outpatient care, financial obligations before discharge, and grants available to ESRD patients. Patients choose a provider/center that best meets their needs for insurance, preferred nephrologists, transportation, modality and treatment schedule.

DaVita currently partners with over 250 hospitals nationwide through Patient Pathways. Patient Pathways has demonstrated benefits to hospitals, patients, physicians and dialysis centers. Since its creation in 2007, Patient Pathways has impacted over 130,000 patients. The Patient Pathways program reduced overall readmission rates by 18 percent, reduced average patient stay by a half-day, and reduced acute dialysis treatments per patient by 11 percent. Moreover, patients are better educated and arrive at the dialysis center more prepared and less stressed. They have a better understanding of their insurance coverage and are more engaged and satisfied with their choice of dialysis facility. As a result, patients have higher attendance rates, are more compliant with their dialysis care, and have fewer avoidable readmissions.

- Since 1996, Village Health has innovated to become the country's largest renal National Committee for Quality Assurance accredited disease management program. VillageHealth's Integrated Care Management ("ICM") services partners with patients, providers and care team members to focus on the root causes of unnecessary hospitalizations such as unplanned dialysis starts, infection, fluid overload and medication management.

VillageHealth ICM services for payers and ACOs provide CKD and ESRD population health management delivered by a team of dedicated and highly skilled nurses who support patients both in the field and on the phone. Nurses use VillageHealth's industry-leading renal decision support and risk stratification software to manage a patient's coordinated needs. Improved clinical outcomes and reduced hospital readmission rates have contributed to improved quality of life for patients. As of 2014, VillageHealth ICM has delivered up to a 15 percent reduction in non-

dialysis medical costs for ESRD patients, a 15 percent lower year-one mortality rate over a three-year period, and 27 percent fewer hospital readmissions compared to the Medicare benchmark. Applied to DaVita's managed ESRD population, this represents an annual savings of more than \$30 million.

- **Transplant Education.** DaVita has long been committed to helping its patients receive a thorough kidney transplant education within 30 days of their first dialysis treatment. Patients are educated about the step-by-step transplant process and requirements, health benefits of a transplant and the transplant center options available to them. The social worker or designee obtains transplant center guidelines and criteria for selection of appropriate candidates and assists transplant candidates with factors that may affect their eligibility, such as severe obesity, adherence to prescribed medicine or therapy, and social/emotional/financial factors related to post-transplant functioning.
- **Dialysis Quality Indicators.** In an effort to better serve all kidney patients, DaVita believes in requiring that all providers measure outcomes in the same way and report them in a timely and accurate basis or be subject to penalty. There are four key measures that are the most common indicators of quality care for dialysis providers: dialysis adequacy, fistula use rate, nutrition and bone and mineral metabolism. Adherence to these standard measures has been directly linked to 15-20% fewer hospitalizations. On each of these measures, DaVita has demonstrated superior clinical outcomes, which directly translated into 7% reduction in hospitalizations among DaVita patients.
- **Pharmaceutical Compliance.** DaVita Rx, the first and largest licensed, full-service U.S. renal pharmacy, focuses on the unique needs of dialysis patients. Since 2005, DaVita Rx has been helping improve outcomes by delivering medications to dialysis centers or to patients' homes, making it easier for patients to keep up with their drug regimens. DaVita Rx patients have medication adherence rates greater than 80%, almost double that of patients who fill their prescriptions elsewhere, and are correlated with 40% fewer hospitalizations.

Service to the Community

- DaVita consistently raises awareness of community needs and makes cash contributions to organizations aimed at improving access to kidney care. DaVita provides significant funding to kidney disease awareness organizations such as the Kidney TRUST, the National Kidney Foundation, the American Kidney Fund, and several other organizations. DaVita Way of Giving program donated \$2.2 million in 2016 to locally based charities across the United States. Its own employees, or members of the "DaVita Village," assist in these initiatives. In 2016, more than 560 riders participated in Tour DaVita, DaVita's annual charity bike ride, which raised \$1.2 million to support Bridge of Life. Bridge of Life serves thousands of men, women and children around the world through kidney care, primary care, education and prevention and medically supported camps for kids. Since 2011, DaVita teammates have donated \$9.1 million to thousands of organizations through DaVita Way of Giving.
- DaVita is committed to sustainability and reducing its carbon footprint. It is the only kidney care company recognized by the Environmental Protection Agency for its sustainability initiatives. In 2010, DaVita opened the first LEED-certified dialysis center in the U.S. Newsweek Green Rankings recognized DaVita as a 2015 Top Green Company in the United States, and it has appeared on the list every year since the inception of the program in 2009. Since 2013, DaVita has saved 645 million gallons of water through optimization projects. Through toner and cell phone recycling programs, more than \$126,000 has been donated to Bridge of Life. In 2016, Village Green, DaVita's corporate sustainability program, launched a formal electronic waste program and recycled more than 113,000 pounds of e-waste.
- DaVita does not limit its community engagement to the U.S. alone. In 2006, Bridge of Life, the primary program of DaVita Village Trust, an independent 501(c)(3) nonprofit organization,

completed more than 398 international and domestic medical missions and events in 25 countries.. More than 900 DaVita volunteers supported these missions, impacting more than 96,000 men, women and children.

Other Section 1110.230(a) Requirements.

Neither the Centers for Medicare and Medicaid Services nor the Illinois Department of Public Health ("IDPH") has taken any adverse action involving civil monetary penalties or restriction or termination of participation in the Medicare or Medicaid programs against any of the applicants, or against any Illinois health care facilities owned or operated by the Applicants, directly or indirectly, within three years preceding the filing of this application.

A list of health care facilities owned or operated by the Applicants in Illinois is attached at Attachment – 11A. Dialysis facilities are currently not subject to State Licensure in Illinois.

Certification that no adverse action has been taken against either of the Applicants or against any health care facilities owned or operated by the Applicants in Illinois within three years preceding the filing of this application is attached at Attachment – 11B.

An authorization permitting the Illinois Health Facilities and Services Review Board ("State Board") and IDPH access to any documents necessary to verify information submitted, including, but not limited to: official records of IDPH or other State agencies; and the records of nationally recognized accreditation organizations is attached at Attachment – 11B.

DaVita HealthCare Partners Inc.

Illinois Facilities

Regulatory Name	Address 1	Address 2	City	County	State	Zip	Medicare Certification Number
Adams County Dialysis	436 N 10TH ST		QUINCY	ADAMS	IL	62301-4152	14-2711
Alton Dialysis	3511 COLLEGE AVE		ALTON	MADISON	IL	62002-5009	14-2619
Arlington Heights Renal Center	17 WEST GOLF ROAD		ARLINGTON HEIGHTS	COOK	IL	60005-3905	14-2628
Barrington Creek	2B160 W. NORTHWEST HIGHWAY		LAKE BARRINGTON	LAKE	IL	60010	14-2736
Belvidere Dialysis	1755 BELOIT ROAD		BELVIDERE	BOONE	IL	61008	14-2795
Benton Dialysis	1151 ROUTE 14 W		BENTON	FRANKLIN	IL	62812-1500	14-2608
Beverly Dialysis	8109 SOUTH WESTERN AVE		CHICAGO	COOK	IL	60620-5939	14-2638
Big Oaks Dialysis	5623 W TOUHY AVE		NILES	COOK	IL	60714-4019	14-2712
Brighton Park Dialysis	4729 SOUTH CALIFORNIA AVE		CHICAGO	COOK	IL	60632	
Buffalo Grove Renal Center	1291 W. DUNDEE ROAD		BUFFALO GROVE	COOK	IL	60089-4009	14-2650
Calumet City Dialysis	1200 SIBLEY BOULEVARD		CALUMET CITY	COOK	IL	60409	
Carpentersville Dialysis	2203 RANDALL ROAD		CARPENTERSVILLE	KANE	IL	60110-3355	14-2598
Centralia Dialysis	1231 STATE ROUTE 161		CENTRALIA	MARION	IL	62801-6739	14-2609
Chicago Heights Dialysis	177 W JOE ORR RD	STE B	CHICAGO HEIGHTS	COOK	IL	60411-1733	14-2635
Chicago Ridge Dialysis	10511 SOUTH HARLEM AVE		WORTH	COOK	IL	60482	14-2793
Churchview Dialysis	5970 CHURCHVIEW DR		ROCKFORD	WINNEBAGO	IL	61107-2574	14-2640
Cobblestone Dialysis	934 CENTER ST	STE A	ELGIN	KANE	IL	60120-2125	14-2715
Collinsville Dialysis	101 LANTER COURT	BLDG 2	COLLINSVILLE	MADISON	IL	62234	
Country Hills Dialysis	4215 W 167TH ST		COUNTRY CLUB HILLS	COOK	IL	60478-2017	14-2575
Crystal Springs Dialysis	720 COG CIRCLE		CRYSTAL LAKE	MCHENRY	IL	60014-7301	14-2716
Decatur East Wood Dialysis	794 E WOOD ST		DECATUR	MACON	IL	62523-1155	14-2599
Dixon Kidney Center	1131 N GALENA AVE		DIXON	LEE	IL	61021-1015	14-2651
Driftwood Dialysis	1808 SOUTH WEST AVE		FREEPORT	STEPHENSON	IL	61032-6712	14-2747
Edwardsville Dialysis	235 S BUCHANAN ST		EDWARDSVILLE	MADISON	IL	62025-2108	14-2701
Effingham Dialysis	904 MEDICAL PARK DR	STE 1	EFFINGHAM	EFFINGHAM	IL	62401-2193	14-2580
Emerald Dialysis	710 W 43RD ST		CHICAGO	COOK	IL	60609-3435	14-2529
Evanston Renal Center	1715 CENTRAL STREET		EVANSTON	COOK	IL	60201-1507	14-2511
Forest City Rockford	4103 W STATE ST		ROCKFORD	WINNEBAGO	IL	61101	
Grand Crossing Dialysis	7319 S COTTAGE GROVE AVENUE		CHICAGO	COOK	IL	60619-1909	14-2728
Freeport Dialysis	1028 S KUNKLE BLVD		FREEPORT	STEPHENSON	IL	61032-6914	14-2642
Foxpoint Dialysis	1300 SCHAEFER ROAD		GRANITE CITY	MADISON	IL	62040	
Garfield Kidney Center	3250 WEST FRANKLIN BLVD		CHICAGO	COOK	IL	60624-1509	14-2777
Granite City Dialysis Center	9 AMERICAN VLG		GRANITE CITY	MADISON	IL	62040-3706	14-2537

DaVita HealthCare Partners Inc.

Illinois Facilities

Regulatory Name	Address 1	Address 2	City	County	State	Zip	Medicare Certification Number
Harvey Dialysis	16641 S HALSTED ST		HARVEY	COOK	IL	60426-6174	14-2698
Hazel Crest Renal Center	3470 WEST 183rd STREET		HAZEL CREST	COOK	IL	60429-2428	14-2622
Huntley Dialysis	10350 HALIGUS ROAD		HUNTLEIY	MCHENRY	IL	60142	
Illini Renal Dialysis	507 E UNIVERSITY AVE		CHAMPAIGN	CHAMPAIGN	IL	61820-3828	14-2633
Irving Park Dialysis	4323 N PULASKI RD		CHICAGO	COOK	IL	60641	
Jacksonville Dialysis	1515 W WALNUT ST		JACKSONVILLE	MORGAN	IL	62650-1150	14-2581
Jerseyville Dialysis	917 S STATE ST		JERSEYVILLE	JERSEY	IL	62052-2344	14-2636
Kankakee County Dialysis	581 WILLIAM R LATHAM SR DR	STE 104	BOURBONNAIS	KANKAKEE	IL	60914-2439	14-2685
Kenwood Dialysis	4259 S COTTAGE GROVE AVENUE		CHICAGO	COOK	IL	60653	14-2717
Lake County Dialysis Services	565 LAKEVIEW PARKWAY	STE 176	VERNON HILLS	LAKE	IL	60061	14-2552
Lake Villa Dialysis	37809 N IL ROUTE 59		LAKE VILLA	LAKE	IL	60046-7332	14-2666
Lawndale Dialysis	3934 WEST 24TH ST		CHICAGO	COOK	IL	60623	14-2768
Lincoln Dialysis	2100 WEST FIFTH		LINCOLN	LOGAN	IL	62656-9115	14-2582
Lincoln Park Dialysis	2484 N ELSTON AVE		CHICAGO	COOK	IL	60647	14-2528
Litchfield Dialysis	915 ST FRANCES WAY		LITCHFIELD	MONTGOMERY	IL	62056-1775	14-2583
Little Village Dialysis	2335 W CERMAK RD		CHICAGO	COOK	IL	60608-3811	14-2668
Logan Square Dialysis	2838 NORTH KIMBALL AVE		CHICAGO	COOK	IL	60618	14-2534
Loop Renal Center	1101 SOUTH CANAL STREET		CHICAGO	COOK	IL	60607-4901	14-2505
Machesney Park Dialysis	7170 NORTH PERRYVILLE ROAD		MACHESNEY PARK	WINNEBAGO	IL	61115	14-2806
Macon County Dialysis	1090 W MCKINLEY AVE		OECATUR	MACON	IL	62526-3208	14-2584
Marengo City Dialysis	910 GREENLEE STREET	STE B	MARENGO	MCHENRY	IL	60152-8200	14-2643
Marion Dialysis	324 S 4TH ST		MARION	WILLIAMSON	IL	62959-1241	14-2570
Maryville Dialysis	2130 VADALABENE OR		MARYVILLE	MADISON	IL	62062-5632	14-2634
Mattoon Dialysis	6051 DEVELOPMENT DRIVE		CHARLESTON	COLES	IL	61938-4652	14-2585
Metro East Dialysis	5105 W MAIN ST		BELLEVILLE	SAINT CLAIR	IL	62226-4728	14-2527
Montclare Dialysis Center	7009 W BELMONT AVE		CHICAGO	COOK	IL	60634-4533	14-2649
Montgomery County Dialysis	1822 SENATOR MILLER DRIVE		HILLSBORO	MONTGOMERY	IL	62049	
Mount Vernon Dialysis	1800 JEFFERSON AVE		MOUNT VERNON	JEFFERSON	IL	62864-4300	14-2541
Mt. Greenwood Dialysis	3401 W 111TH ST		CHICAGO	COOK	IL	60655-3329	14-2660
O'Fallon Dialysis	1941 FRANK SCOTT PKWY E	STE B	O'FALLON	ST. CLAIR	IL	62269	
Olney Dialysis Center	117 N BOONE ST		OLNEY	RICHLAND	IL	62450-2109	14-2674
Olympia Fields Dialysis Center	4557B LINCOLN HWY	STE B	MATTESON	COOK	IL	60443-2318	14-2548

DaVita HealthCare Partners Inc.							
Illinois Facilities							
Regulatory Name	Address 1	Address 2	City	County	State	Zip	Medicare Certification Number
Palos Park Dialysis	13155 S LaGRANGE ROAD		ORLAND PARK	COOK	IL	60462-1162	14-2732
Park Manor Dialysis	95TH STREET & COLFAX AVENUE		CHICAGO	COOK	IL	60617	
Pittsfield Dialysis	640 W WASHINGTON ST		PITTSFIELD	PIKE	IL	62363-1350	14-2708
Red Bud Dialysis	LOT 4 IN 1ST ADDITION OF EAST INDUSTRIAL PARK		RED BUD	RANDOLPH	IL	62278	14-2772
Robinson Dialysis	1215 N ALLEN ST	STE B	ROBINSON	CRAWFORD	IL	62454-1100	14-2714
Rockford Dialysis	3339 N ROCKTON AVE		ROCKFORD	WINNEBAGO	IL	61103-2839	14-2647
Roxbury Dialysis Center	622 ROXBURY RD		ROCKFORD	WINNEBAGO	IL	61107-5089	14-2665
Rushville Dialysis	112 SULLIVAN DRIVE		RUSHVILLE	SCHUYLER	IL	62681-1293	14-2620
Sauget Dialysis	2061 GOOSE LAKE RD		SAUGET	SAINT CLAIR	IL	62206-2822	14-2561
Schaumburg Renal Center	1156 S ROSELLE ROAD		SCHAUMBURG	COOK	IL	60193-4072	14-2654
Shiloh Dialysis	1095 NORTH GREEN MOUNT RD		SHILOH	ST CLAIR	IL	62269	14-2753
Silver Cross Renal Center - Morris	1551 CREEK DRIVE		MORRIS	GRUNDY	IL	60450	14-2740
Silver Cross Renal Center - New Lenox	1890 SILVER CROSS BOULEVARD		NEW LENOX	WILL	IL	60451	14-2741
Silver Cross Renal Center - West	1051 ESSINGTON ROAD		JOLIET	WILL	IL	60435	14-2742
South Holland Renal Center	16136 SOUTH PARK AVENUE		SOUTH HOLLAND	COOK	IL	60473-1511	14-2544
Springfield Central Dialysis	932 N RUTLEDGE ST		SPRINGFIELD	SANGAMON	IL	62702-3721	14-2586
Springfield Montvale Dialysis	2930 MONTVALE DR	STE A	SPRINGFIELD	SANGAMON	IL	62704-5376	14-2590
Springfield South	2930 SOUTH 6th STREET		SPRINGFIELD	SANGAMON	IL	62703	14-2733
Stonecrest Dialysis	1302 E STATE ST		ROCKFORD	WINNEBAGO	IL	61104-2228	14-2615
Stony Creek Dialysis	9115 S CICERO AVE		OAK LAWN	COOK	IL	60453-1895	14-2661
Stony Island Dialysis	8725 S STONY ISLAND AVE		CHICAGO	COOK	IL	60617-2709	14-2718
Sycamore Dialysis	2200 GATEWAY DR		SYCAMORE	DEKALB	IL	60178-3113	14-2639
Taylorville Dialysis	901 W SPRESSER ST		TAYLORVILLE	CHRISTIAN	IL	62568-1831	14-2587
Tazewell County Dialysis	1021 COURT STREET		PEKIN	TAZEVELL	IL	61554	14-2767
Timber Creek Dialysis	1001 S. ANNIE GLIDDEN ROAD		DEKALB	DEKALB	IL	60115	14-2763
Tinley Park Dialysis	16767 SOUTH 80TH AVENUE		TINLEY PARK	COOK	IL	60477	
TRC Children's Dialysis Center	2611 N HALSTED ST		CHICAGO	COOK	IL	60614-2301	14-2604

DaVita HealthCare Partners Inc.							
Illinois Facilities							
Regulatory Name	Address 1	Address 2	City	County	State	Zip	Medicare Certification Number
Vandalia Dialysis	301 MATTES AVE		VANDALIA	FAYETTE	IL	62471-2061	14-2693
Vermilion County Dialysis	22 WEST NEWELL ROAD		DANVILLE	VERMILION	IL	61834	
Washington Heights Dialysis	10620 SOUTH HALSTED STREET		CHICAGO	COOK	IL	60628	
Waukegan Renal Center	1616 NORTH GRAND AVENUE	STE C	Waukegan	COOK	IL	60085-3676	14-2577
Wayne County Dialysis	303 NW 11TH ST	STE 1	FAIRFIELD	WAYNE	IL	62837-1203	14-2688
West Lawn Dialysis	7000 S PULASKI RD		CHICAGO	COOK	IL	60629-5842	14-2719
West Side Dialysis	1600 W 13TH STREET		CHICAGO	COOK	IL	60608	14-2783
Whiteside Dialysis	2600 N LOCUST	STE D	STERLING	WHITESIDE	IL	61081-4602	14-2648
Woodlawn Dialysis	5060 S STATE ST		CHICAGO	COOK	IL	60609	14-2310



Kathryn Olson
Chair
Illinois Health Facilities and Services Review Board
525 West Jefferson Street, 2nd Floor
Springfield, Illinois 62761

Dear Chair Olson:

I hereby certify under penalty of perjury as provided in § 1-109 of the Illinois Code of Civil Procedure, 735 ILCS 5/1-109 that no adverse action as defined in 77 IAC 1130.140 has been taken against any in-center dialysis facility owned or operated by DaVita Inc. or Total Renal Care Inc. in the State of Illinois during the three year period prior to filing this application.

Additionally, pursuant to 77 Ill. Admin. Code § 1110.1430(b)(3)(J) I hereby authorize the Health Facilities and Services Review Board ("HFSRB") and the Illinois Department of Public Health ("IDPH") access to any documents necessary to verify information submitted as part of this application for permit. I further authorize HFSRB and IDPH to obtain any additional information or documents from other government agencies which HFSRB or IDPH deem pertinent to process this application for permit.

Sincerely,



Print Name: Arturo Sida
Its: Assistant Corporate Secretary, DaVita Inc.
Secretary, Total Renal Care, Inc.

Subscribed and sworn to me
This ____ day of _____, 2017

See Attached

Notary Public

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of Los Angeles

On May 22, 2017 before me, Kimberly Ann K. Burgo, Notary Public,
(here insert name and title of the officer)

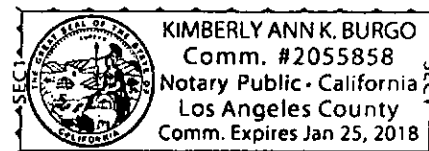
personally appeared *** Arturo Sida ***

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Kimberly Ann K. Burgo
Signature



OPTIONAL INFORMATION

Law does not require the information below. This information could be of great value to any person(s) relying on this document and could prevent fraudulent and/or the reattachment of this document to an unauthorized document(s)

DESCRIPTION OF ATTACHED DOCUMENT

Title or Type of Document: Ltr. to K. Olson re Certification (Alpine Dialysis / Total Renal Care, Inc.)

Document Date: May 22, 2017 Number of Pages: 1 (one)

Signer(s) if Different Than Above: _____

Other Information: _____

CAPACITY(IES) CLAIMED BY SIGNER(S)

Signer's Name(s):

☐ Individual

☒ Corporate Officer Assistant Secretary / Secretary

(Title(s))

☐ Partner

☐ Attorney-in-Fact

☐ Trustee

☐ Guardian/Conservator

☐ Other: _____

SIGNER IS REPRESENTING: Name of Person or Entity DaVita Inc. / Alpine Dialysis / Total Renal Care, Inc.

Section III, Background, Purpose of the Project, and Alternatives – Information Requirements
Criterion 1110.230(b) – Background, Purpose of the Project, and Alternatives

Purpose of Project

1. The purpose of the project is to improve access to life sustaining dialysis services to the residents of Rockford, Illinois and the surrounding area. There are seven dialysis facilities within 30 minutes of the proposed Alpine Dialysis (the "Alpine GSA"). Collectively, these facilities were operating at 65.44% as of March 31, 2017. Excluding the recently approved dialysis facilities, average utilization increases to 83.33%, exceeding the State Board's utilization standard. Furthermore, patient census among the existing facilities within the Alpine GSA has increased 5.4% since March 31, 2015. This growth is anticipated to continue to increase for the foreseeable future. The U.S. Centers for Disease Control and Prevention estimates 15% of American adults have some level of CKD. Kidney disease is often silent until the late stages when it can be too late to head off kidney failure. As more working families obtain health insurance through the Affordable Care Act (or ACA)⁸ and 1.5 million Medicaid beneficiaries transition from traditional fee for service Medicaid to Medicaid managed care,⁹ more individuals in high risk groups now have better access to primary care and kidney screening. As a result of these health care reform initiatives, DaVita anticipates continued increases in newly diagnosed cases of CKD in the years ahead. Once diagnosed, many of these patients will be further along in the progression of CKD due to the lack of nephrologist care prior to diagnosis. It is imperative that enough stations are available to treat this new influx of ESRD patients, who will require dialysis in the next couple of years.

The practice of Syed Ahmed, M.D., Rockford Nephrology Associates, LLC is currently treating 569 Stage 3, 4, and 5 CKD patients, who reside within either the ZIP code of the proposed facility (61109) or the next closest ZIP code to the proposed facility (61104) for Alpine Dialysis. Of these 569 CKD patients, 69 suffer from either Stage 4 or 5 CKD. See Appendix – 1. Conservatively, based upon attrition due to patient death, transplant, return of function, or relocation, Dr. Ahmed anticipates that at least 44 of these 69 patients will initiate dialysis within 12 to 24 months following project completion. Based upon historical utilization trends, the existing facilities will not have sufficient capacity to accommodate Dr. Ahmed's projected ESRD patients.

Based on June 2017 data from the Renal Network, 456 ESRD patients live within 30 minutes of the proposed facility. This translates to a need for 95 stations, assuming 80% utilization. Currently, there are only 73 stations within 30 minutes of the proposed facility. While additional stations either recently came online or are projected to come online in the next year, these stations are dedicated to a different patient base, and the facilities are anticipated to reach 80% utilization within two years of project completion. The proposed Alpine Dialysis is needed to ensure ESRD patients on the southeast side of Rockford have adequate access to dialysis services is essential to their well-being.

2. A map of the market area for the proposed facility is attached at Attachment – 12. The market area encompasses an approximate 30 minute radius around the proposed facility. The boundaries of the market area are as follows:

⁸ According to data from the Kaiser Family Foundation 356,403 Illinois residents enrolled in a health insurance program through the ACA (THE HENRY J. KAISER FAMILY FOUNDATION, TOTAL MARKETPLACE ENROLLMENT available at <http://www.kff.org/health-reform/state-indicator/total-marketplace-enrollment/?currentTimeframe=0&sortModel=%7B%22colId%22:%22Location%22,%22sort%22:%22asc%22%7D> (last visited Jul. 24, 2017)).

⁹ In January 2011, the Illinois General Assembly passed legislation mandating 50% of the Medicaid population to be covered by a managed care program by 2015.

- North approximately 30 minutes normal travel time to Rockton, IL.
- Northeast approximately 30 minutes normal travel time to Capron, IL.
- East approximately 30 minutes normal travel time to Marengo, IL.
- Southeast approximately 30 minutes normal travel time to Kingston, IL.
- South approximately 30 minutes normal travel time to Rochelle, IL.
- Southwest approximately 30 minutes normal travel time to Oregon, IL.
- West approximately 30 minutes normal travel time to German Valley, IL.
- Northwest approximately 30 minutes normal travel time to Davis, IL.

The purpose of this project is to improve access to life sustaining dialysis to residents of Rockford, Illinois and the surrounding area.

3. The minimum size of a GSA is 30 minutes and all of the projected patients reside within 30 minutes of the proposed facility, located in Rockford, Illinois. Dr. Ahmed expects at least 44 of the current 69 selected CKD patients, all of whom reside within 5 miles and 15 minutes of the proposed site, will require dialysis within 12 to 24 months of project completion.

4. Source Information

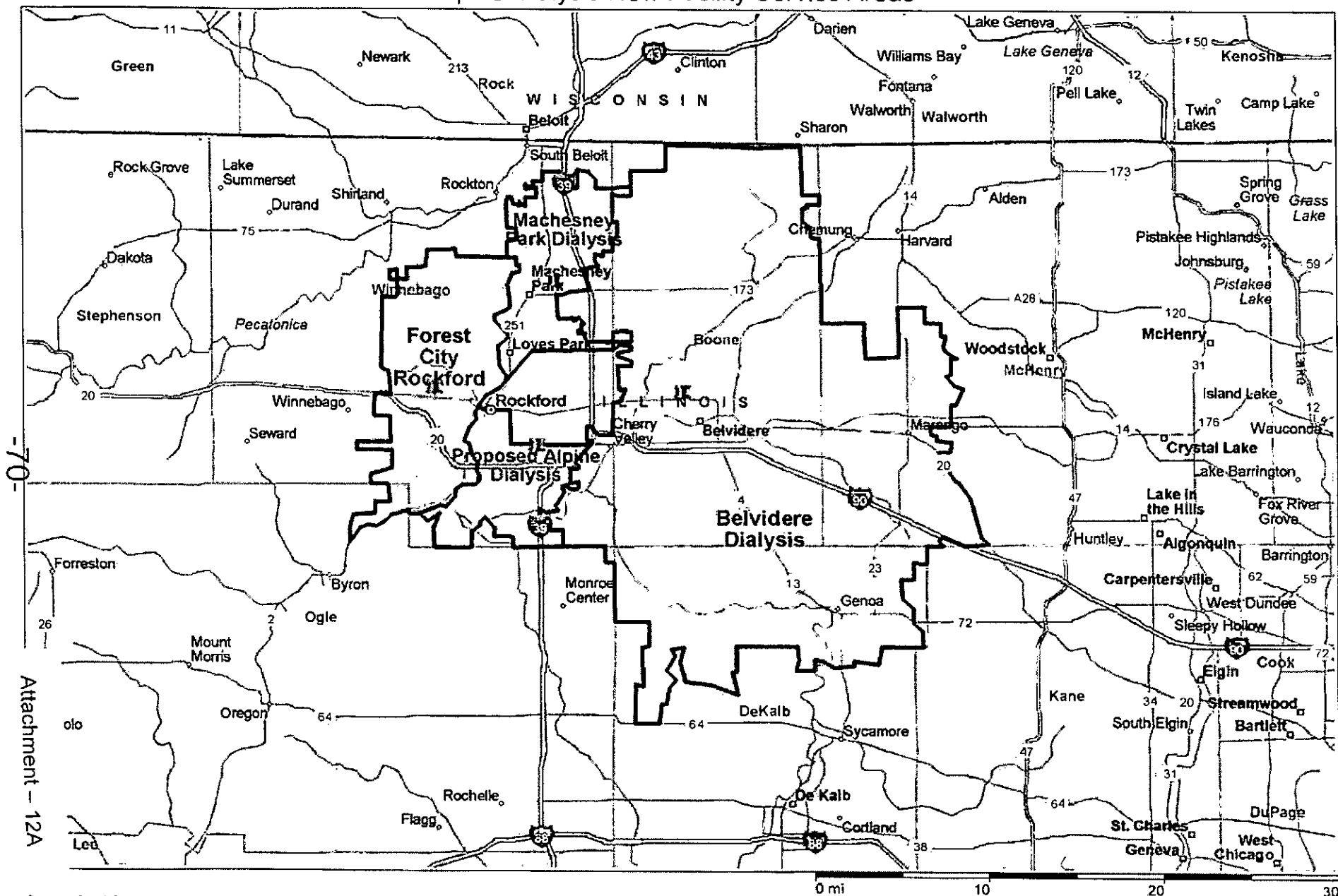
CENTERS FOR DISEASE CONTROL & PREVENTION, NATIONAL CENTER FOR CHRONIC DISEASE PREVENTION AND HEALTH PROMOTION, National Chronic Kidney Disease Fact Sheet, 2017 (2017) available at https://www.cdc.gov/diabetes/pubs/pdf/kidney_factsheet.pdf (last visited Jul. 20, 2017).

US Renal Data System, USRDS 2016 Annual Data Report: Epidemiology of Kidney Disease in the United States, National Institutes of Health, National Institute of Diabetes and Digestive and Kidney Diseases, Bethesda, MD, 39 (2016) available at <https://www.usrds.org/2016/view/Default.aspx> (last visited Jul. 20, 2017).

THE HENRY J. KAISER FAMILY FOUNDATION, TOTAL MARKETPLACE ENROLLMENT available at <http://www.kff.org/health-reform/state-indicator/total-marketplace-enrollment/?currentTimeframe=0&sortModel=%7B%22colId%22:%22Location%22,%22sort%22:%22asc%22%7D> (last visited Jul. 24, 2017))

5. The proposed facility will improve access to dialysis services to the residents of Rockford, Illinois and the surrounding area by establishing the proposed facility. Given the high concentration of ESRD and CKD in the GSA, this facility is necessary to ensure sufficient access to dialysis services in this community.
6. The Applicants anticipate the proposed facility will have quality outcomes comparable to its other facilities. Additionally, in an effort to better serve all kidney patients, DaVita believes in requiring all providers measure outcomes in the same way and report them in a timely and accurate basis or be subject to penalty. There are four key measures that are the most common indicators of quality care for dialysis providers - dialysis adequacy, fistula use rate, nutrition and bone and mineral metabolism. Adherence to these standard measures has been directly linked to 15-20% fewer hospitalizations. On each of these measures, DaVita has demonstrated superior clinical outcomes, which directly translated into 7% reduction in hospitalizations among DaVita patients.

Alpine Dialysis New Facility Service Areas



Charlene D. Murdakes, M.D.
RNA of Rockford, LLC
612 Roxbury Road
Rockford, Illinois 61107

Kathryn J. Olson
Chair
Illinois Health Facilities and Services Review Board
525 West Jefferson Street, 2nd Floor
Springfield, Illinois 62761

Dear Chair Olson:

I am pleased to support DaVita's establishment of Forest City Rockford Dialysis. The proposed 12-station chronic renal dialysis facility, to be located at 4103 West State Street, Rockford, Illinois 61101 will directly benefit my patients.

DaVita's proposed facility will improve access to necessary dialysis services on the West Side of Rockford. DaVita is well-positioned to provide these services, as it delivers life sustaining dialysis for residents of similar communities throughout the country and abroad. It has also invested in many quality initiatives to improve its patients' health and outcomes.

The site of the proposed facility will be close to Interstates 39 and 90 (I-39 and I-90) and will provide better access to patients residing on Rockford's west side. Utilization of facilities that have been operational for 2 years and within 30 minutes of the proposed facility was 93.8%, according to December 31, 2015 reported census data.

I have identified 3,105 patients from my practice who are suffering from Stage 3, 4, or 5 CKD that reside within 30 minutes of the proposed site for Forest City Rockford Dialysis. 110 Stage 4 or Stage 5 patients reside in 3 nearby ZIP codes, all within 10 minutes of the proposed facility. Conservatively, I predict at least 68 of these patients will progress to dialysis within 12 to 24 months of completion of Forest City Rockford Dialysis. My large patient base, the significant utilization at nearby facilities, and the present 9-station need identified in Health Service Area 1 demonstrate considerable demand for this facility.

A list of patients who have received care at existing facilities in the area, for the most recent 4 years is provided at Attachment - 1. A list of new patients my practice has referred for in-center hemodialysis for the past 2 years is provided at Attachment - 2. The list of zip codes for the 110 pre-ESRD patients previously referenced is provided at Attachment - 3.

These patient referrals have not been used to support another pending or approved certificate of need application. The information in this letter is true and correct to the best of my knowledge.

DaVita is a leading provider of dialysis services in the United States and I support the proposed establishment of Forest City Rockford Dialysis.

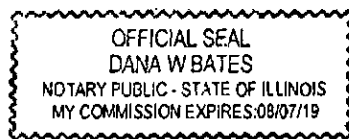
Sincerely,

Charlene D. Murdakes, MD

Charlene D. Murdakes, M.D.
Nephrologist
RNA of Rockford, LLC
612 Roxbury Road
Rockford, Illinois 61107

Subscribed and sworn to me
This 22 day of March, 2016

Notary Public: *Dana W Bates*



Attachment 1

Historical Patient Utilization

Dixon Dialysis							
2012		2013		2014		2015	
Pt Count	Zip Code	Initials	Zip Code	Initials	Zip Code	Initials	Zip Code
NA	NA	2	61054	2	61054	2	61054

Attachment 1

Historical Patient Utilization

Sycamore Dialysis							
2012		2013		2014		2015	
Pt Count	Zip Code	Pt Count	Zip Code	Pt Count	Zip Code	Pt Count	Zip Code
NA	NA	1	61008	1	60145	1	60129
		1	61020	1	61008	1	60145
		1	60145			1	60146

Attachment 1

Historical Patient Utilization

Freeport Dialysis							
2012		2013		2014		2015	
Pt Count	Zip Code	Pt Count	Zip Code	Pt Count	Zip Code	Pt Count	Zip Code
NA	NA	1	61046	1	61018	1	61046
		1	61063	1	61046	1	61047

Attachment 1

Historical Patient Utilization

Driftwood Dialysis							
2012		2013		2014		2015	
Pt Count	Zip Code	Pt Count	Zip Code	Pt Count	Zip Code	Pt Count	Zip Code
NA	NA	NA	NA	11	61032	1	61019
						4	61032
						1	61054
						1	61063

Attachment 1

Historical Patient Utilization

Stonecrest Dialysis							
2012		2013		2014		2015	
Pt Count	Zip Code	Pt Count	Zip Code	Pt Count	Zip Code	Pt Count	Zip Code
3	61108	5	61008	3	61008	3	61008
1	61020	5	61101	2	61010	7	61101
1	61073	12	61102	7	61101	18	61102
5	61101	7	61103	17	61102	8	61103
10	61102	15	61104	6	61103	15	61104
7	61103	3	61107	16	61104	1	61107
14	61104	7	61108	1	61107	4	61108
2	61107	6	61109	6	61108	5	61109
6	61108	1	61111	5	61109	1	61126
6	61109	1	61126	1	61126		
1	61126						

Attachment 1

Historical Patient Utilization

Rockford Dialysis							
2012		2013		2014		2015	
Pt Count	Zip Code	Pt Count	Zip Code	Pt Count	Zip Code	Pt Count	Zip Code
1	61008	1	61008	1	61008	1	60180
1	61010	1	61010	1	61010	1	61010
1	61024	1	61019	1	61063	1	61024
1	61063	1	61063	1	61065	1	61063
2	61072	1	61065	2	61072	1	61072
3	61073	4	61072	2	61073	3	61073
1	61080	2	61073	31	61101	1	61080
32	61101	1	61080	24	61102	2	61088
22	61102	30	61101	24	61103	33	61101
27	61103	25	61102	9	61104	27	61102
9	61104	30	61103	5	61107	24	61103
6	61107	8	61104	4	61108	10	61104
2	61108	5	61107	4	61109	3	61107
4	61109	2	61108	2	61111	2	61108
4	61111	4	61109	2	61114	4	61109
2	61114	2	61111	3	61115	5	61111
1	61115	2	61114			2	61114
						3	61115

Attachment 1

Historical Patient Utilization

Churchview Dialysis							
2012		2013		2014		2015	
Pt Count	Zip Code	Pt Count	Zip Code	Pt Count	Zip Code	Pt Count	Zip Code
NA	NA	1	61002	12	61008	14	61008
		9	61008	1	61010	1	61010
		1	61012	1	61012	1	61011
		2	61016	2	61016	3	61016
		5	61065	1	61020	1	61020
		1	61072	7	61065	1	61047
		2	61073	2	61073	8	61065
		3	61080	1	61080	3	61073
		9	61101	1	61088	2	61080
		6	61102	7	61101	1	61088
		4	61103	6	61102	3	61101
		4	61104	7	61103	8	61102
		1	61106	5	61104	3	61103
		12	61107	12	61107	8	61104
		12	61108	15	61108	9	61107
		6	61109	14	61109	15	61108
		10	61111	13	61111	11	61109
		13	61114	7	61114	16	61111
		8	61115	10	61115	7	61114
						8	61115
						1	61125

Attachment 1

Historical Patient Utilization

Roxbury Dialysis							
2012		2013		2014		2015	
Pt Count	Zip Code	Pt Count	Zip Code	Pt Count	Zip Code	Pt Count	Zip Code
9	61008	1	60123	1	60123	8	61008
1	61011	13	61008	13	61008	1	61010
1	61012	1	61011	1	61011	1	61016
1	61015	1	61012	1	61016	1	61024
1	61016	1	61020	1	61024	1	61052
3	61020	2	61024	1	61032	1	61061
2	61024	1	61032	1	61049	2	61073
1	61038	2	61052	1	61052	1	61080
1	61052	1	61068	1	61068	1	61088
1	61065	5	61073	3	61073	11	61101
3	61073	1	61084	3	61101	2	61102
2	61084	4	61101	2	61102	7	61103
3	61101	3	61102	6	61103	5	61104
2	61102	5	61103	5	61104	18	61107
3	61103	4	61104	18	61107	15	61108
6	61104	14	61107	15	61108	9	61109
14	61107	18	61108	8	61109	5	61111
28	61108	9	61109	6	61111	7	61114
9	61109	4	61111	10	61114	3	61115
7	61111	7	61114	3	61115	2	61126
8	61114	4	61115	1	61126		
1	61115	1	61126				
1	61126						

Attachment 2

New Patients

Dixon Dialysis			
2014		2015	
Pt Count	Zip Code	Pt Count	Zip Code
NA	NA	NA	NA

Attachment 2

New Patients

Sycamore Dialysis			
2014		2015	
Pt Count	Zip Code	Pt Count	Zip Code
NA	NA	1	61008
		1	60129
		1	60146

Attachment 2

New Patients

Freeport Dialysis			
2014		2015	
Pt Count	Zip Code	Pt Count	Zip Code
NA	NA	NA	NA

Attachment 2

New Patients

Driftwood Dialysis			
2014		2015	
Pt Count	Zip Code	Pt Count	Zip Code
NA	NA	1	61019
		3	61032
		1	61063

Attachment 2

New Patients

Stonecrest Dialysis			
2014		2015	
Pt Count	Zip Code	Pt Count	Zip Code
2	61010	1	61101
3	61101	3	61102
8	61102	2	61103
3	61103	5	61104
5	61104	1	61107
1	61107	2	61109
3	61108	1	61111
2	61109		

Attachment 2

New Patients

Rockford Dialysis			
2014		2015	
Pt Count	Zip Code	Pt Count	Zip Code
4	61101	1	60180
1	61102	1	61024
6	61103	1	61073
2	61104	1	61080
1	61107	2	61088
1	61108	8	61101
1	61109	8	61102
2	61115	6	61103
		1	61104
		1	61107
		1	61109
		3	61111
		1	61115

Attachment 2

New Patients

Churchview Dialysis			
2014		2015	
Pt Count	Zip Code	Pt Count	Zip Code
1	61010	3	61008
1	61065	3	61009
1	61101	1	61011
2	61102	1	61062
2	61104	1	61065
3	61108	2	61073
3	61109	1	61102
4	61111	2	61103
1	61125	3	61104
		1	61108
		1	61109
		1	61115

Attachment 2

New Patients

Roxbury Dialysis			
2014		2015	
Pt Count	Zip Code	Pt Count	Zip Code
1	61016	2	61008
1	61080	1	61010
1	61103	1	61016
4	61107	1	61024
1	61108	2	61101
1	61109	2	61102
1	61111	1	61103
2	61114	1	61104
2	61115	4	61107
		7	61108
		1	61109
		1	61114

Attachment 3
Pre-ESRD Patients

Zip Code	Total
61101	48
61102	44
61103	18
Total	110



Jaqueline May, APN/CNP
Kathi Capriola, APN/CNS
Yvonne Schoonover, ANP-BC

Julie Ling, RN, CNN
Deb Musselman, MS, RD, CSR, LDN
Mary Jo Johnson, RN, CNN, Office Manager

John C. Maynard, MD
Charles J. Sweeney, MD
Krishna Sankaran, MD
James A. Stim, MD
Michael Robertson, MD
Deane S. Charba, MD
David L. Wright, MD
Mashood Ahmad, MD
Joanna Niemiec, MD
Bindu Pavithran, MD
Charlene Murdakes, MD

Mashood Ahmad, M.D.
Rockford Nephrology Associates, LLC
612 Roxbury Road
Rockford, Illinois 61107

Kathryn J. Olson
Chair
Illinois Health Facilities and Services Review Board
525 West Jefferson Street, 2nd Floor
Springfield, Illinois 62761

Dear Chair Olson:

I am a nephrologist in practice with Rockford Nephrology Associates, LLC ("RNA"). I am writing on behalf of RNA in support of DaVita's establishment of Belvidere Dialysis, for which I will be the medical director. The proposed 12-station chronic renal dialysis Belvidere, Illinois 61008 will directly benefit our patients.

DaVita's proposed facility will improve access to necessary dialysis services in the greater Belvidere community. DaVita is well-positioned to provide these services, as it delivers life sustaining dialysis for residents of similar communities throughout the country and abroad. It has also invested in many quality initiatives to improve its patients' health and outcomes.

The site of the proposed facility is close to Interstate 90 (I-90) and will provide better access to patients residing east of the City of Rockford. Utilization of facilities in operation for more than a year within the 30 minute Geographic Service Area of the proposed facility was 85.95%, according to June 30, 2013 reported census data.

I have identified 102 patients from my practice who are suffering from Stage 4 or 5 CKD, who all reside within an approximate 30 minute commute of the proposed facility. (Of particular note, 57 of these 102 patients reside in Belvidere - the same city and same zip code of the proposed facility.) Conservatively, I predict at least 64 of these Stage 4 or 5 CKD patients will progress to dialysis within the next 12 to 24 months. Additionally, 26 of the existing ESRD in-center hemodialysis patients at Stonecrest Dialysis, Rockford Memorial Hospital, and Roxbury Dialysis live in Belvidere. Due to the current over utilization of these three facilities, I anticipate

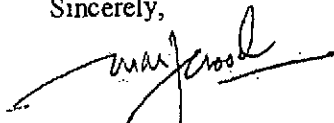
many of these patients will likely transfer to the proposed Belvidere facility without lowering utilization of any the facilities below the State's standard of 80%. My large patient base and the significant utilization at nearby facilities demonstrate considerable demand for this facility.

A list of patients who have received care at existing facilities in the area over the past 3 ½ years is provided at Attachment – 1. A list of new patients my practice has referred for in-center hemodialysis for the past year and a half is provided at Attachment – 2. The list of zip codes for the 102 pre-ESRD patients previously referenced is provided at Attachment – 3.

These patient referrals have not been used to support another pending or approved certificate of need application. The information in this letter is true and correct to the best of my knowledge.


DaVita is a leading provider of dialysis services in the United States and I support the proposed establishment of Belvidere Dialysis.

Sincerely,



Mashood Ahmad, M.D.
Nephrologist
Rockford Nephrology Associates, LLC
612 Roxbury Road
Rockford, Illinois 61107

Subscribed and sworn to me
This 7th day of November, 2013

Notary Public: 



Attachment 1
Historical Patient Utilization

Churchview Dialysis							
2010		2011		2012		2013 YTD 6/30	
Initials	Zip Code	Initials	Zip Code	Initials	Zip Code	Initials	Zip Code
SA	48917	PA	61108	PA	61108	BA	61114
PA	61108	CA	61107	CA	61107	PA	61108
GA	61108	RA	61073	RA	61073	CA	61107
KA	60135	GA	61108	GA	61108	RA	61073
RA	60132	EA	61065	EA	61065	GA	61108
JB	61071	JB	61071	TB	60135	EA	61065
GB	61114	SB	61107	JB	61071	SB	61107
WB	61114	LB	61109	SB	61107	TB	61107
CB	61104	TB	61107	TB	61107	BB	61103
KB	61108	CB	61104	CB	61104	CB	61104
EB	61115	MB	61080	MB	61080	CB	60637
LB	61108	KB	61108	KB	61108	CB	61008
SC	61115	VB	77018	JB	62069	MB	61080
WC	61008	JB	62069	SC	61115	JB	62069
CC	61008	WB	44109	CC	61008	MC	61111
VC	61038	SC	61115	VC	61038	SC	61115
JC	61103	CC	61008	JC	61103	RC	61108
MD	61107	VC	61038	LC	61101	SC	61107
SD	61107	JC	61103	MC	61103	CC	61008
TD	61101	LC	61101	GC	61107	VC	61038
ED	61107	MC	61103	GD	61063	DC	61115
EE	61104	JD	33629	SD	61107	JC	61103
BE	61115	SD	61107	TD	61101	GC	61107
AF	61102	TD	61101	ED	61107	RD	61111
DF	61112	ED	61107	EE	61104	TD	61101
TG	61103	EE	61104	BE	61115	EE	61104
RG	61107	BE	61115	AF	61102	BE	61115
CG	61101	AF	61102	AF	61114	JE	61073
JG	60102	RG	61107	RG	61107	LE	61108
EG	61102	CG	61101	CG	61101	FF	61107
LG	61115	EG	61108	EG	61108	GF	61008
JG	61115	EG	61102	EG	61102	EF	61008
VH	61115	LG	61115	LG	61115	AF	61102
FH	61008	JH	61008	JH	61008	LF	61111
HH	61109	FH	61008	FH	61008	RG	61107
CH	61108	MH	61102	MH	61102	BG	60102
DH	61103	JH	39206	JH	39206	CG	61111
VH	61101	HH	61109	HH	61109	MG	61114
RH	61103	CH	61108	CH	61108	GG	61107
PK	61073	VH	61101	VH	61101	EG	61102

Churchview Dialysis							
2010		2011		2012		2013 YTD 6/30	
Initials	Zip Code	Initials	Zip Code	Initials	Zip Code	Initials	Zip Code
BK	61114	DH	61073	DH	61073	LG	61115
JL	61104	LJ	61114	LJ	61114	TG	61114
LL	61108	PK	61073	PK	61073	BH	61107
AL	61101	MK	61104	MK	61104	FH	61008
RL	61071	BK	61114	BK	61114	HH	61109
ML	61109	CK	61115	CK	61115	PH	61103
BM	61108	LL	61108	LL	61108	CH	61104
ZM	61115	ML	61114	ML	61114	CH	61108
JM	61115	ML	61109	ML	61109	VH	61101
DM	61114	JL	61115	JL	61115	VH	61108
HM	61102	PM	61065	PM	61065	DH	61073
JM	61102	ZM	61115	MM	61114	DH	61065
CM	61103	JM	61115	ZM	61115	MJ	61115
DM	61115	HM	61102	JM	61115	JJ	61115
DM	60163	RM	61104	HM	61102	KJ	61125
AN	61111	RM	61108	RM	61104	OJ	61115
DN	61104	SM	61008	SM	61008	PK	61073
HP	62711	CM	61103	CM	61103	MK	61104
JP	61102	CM	61108	CM	61108	BK	61114
HP	61008	DM	61115	DM	61115	AL	61107
KP	61109	AN	61111	AN	61111	LL	61008
JP	61101	JN	61101	JN	61101	ML	61114
DP	61115	DN	61104	DN	61104	ML	61109
RP	61103	VO	61111	VO	61111	ZM	61115
DQ	61073	HP	62711	HP	62711	HM	61102
MR	61065	JP	61102	JP	61102	RM	61104
AR	61109	DP	61109	DP	61109	JM	61080
RR	61032	KP	61109	KP	61109	SM	61008
MS	61108	JP	61101	JP	61101	CM	61103
AS	61008	AP	61107	AP	61107	CM	61108
JS	61111	RP	61107	RP	61107	DM	61115
GS	61114	DQ	61073	DQ	61073	AN	61111
DS	61111	MR	61065	MR	61065	DN	61104
LS	61108	AR	61109	AR	61109	EN	61107
JS	61111	MS	61108	MR	61107	VO	61111
RS	61114	RS	61101	BR	61073	JP	61102
RS	61108	GS	61114	RS	61101	DP	61109
GT	61107	DS	61111	GS	61114	AP	61065
NT	46410	LS	61108	DS	61111	EP	61107
MT	43614	JS	61111	LS	61108	AP	61114
GT	61114	MS	61107	JS	61111	CP	61107
JW	61012	CS	61103	MS	61107	EP	61065
GW	61114	MT	43614	CS	61103	KP	61109
AW	61107	GT	61114	PS	61114	JP	61101

Churchview Dialysis							
2010		2011		2012		2013 YTD 6/30	
Initials	Zip Code	Initials	Zip Code	Initials	Zip Code	Initials	Zip Code
PW	61102	JW	61012	GT	61114	RP	61103
KW	61107	EW	61114	PT	61108	AP	61107
		AW	61107	JW	61012	RP	61107
		AW	61108	EW	61114	DQ	61073
		CY	61073	AW	61107	AR	61109
		BY	61107	CY	61073	MR	61107
				BY	61107	SR	61114
				MB	61065	G5	61114
				TD	61108	DS	61111
				AL	61107	JS	61111
				WB	44109	MS	61107
				RC	61108	AS	61107
				JD	61107	SS	33952
				JE	61073	CS	61103
				DG	60647	DS	61008
				MJ	61115	PS	61114
				WM	61108	AS	61008
				EP	61107	GT	61114
				ES	61032	JW	61012
				AS	61008	BW	61101
				EH	60007	DW	61114
				CH	63967	EW	61114
				OJ	61115	AW	61107
				RM	54843	TW	61104
				GP	51031	AW	61108
				MB	60178	JW	61008
				TB	74129	BY	61107
				JH	38305	RB	61111
				RS	85297	MH	61109
				JD	61111	LL	61011
				CG	61107	MW	61114
				KJ	61125	WB	44109
				DL	61114	CD	53711
				BM	61115	JD	61080
				AP	61114	CH	61073
				BG	60102	WH	61038
				JM	60180	EJ	61108
				LZ	61109	BM	61008
				LE	61108	GP	51031
				FF	61107	ER	34653
				GF	61008	TS	61101
				EF	61008	RS	85297
				GG	61107	DA	61008
				BH	61103	JB	61071

Churchview Dialysis							
2010		2011		2012		2013 YTD 6/30	
Initials	Zip Code	Initials	Zip Code	Initials	Zip Code	Initials	Zip Code
				BH	61073	DL	61114
				CH	61104	CM	61114
				MK	61068	JN	61101
				EP	61065	RO	60652
				SR	61114	FS	61107
				BA	61114	DT	75089
				HB	35739	FV	61114
				VB	54481	JA	61114
				SH	61126	MB	61114
				VH	61108	MF	61114
				JS	61107	TF	61016
				DS	48221	AL	61101
				BB	61103	GO	55347
				CB	60637	DV	61068
				5C	61107	RW	61073
				DC	61115	LA	62226
				CG	61111	KB	61088
				DH	61065	AB	61102
				LL	61008	JC	61073
				KN	95901	JD	61107
				LR	61102	JH	38305
				CR	61073	LH	61101
				AS	61108	MJ	79605
				SW	60651	DM	61108
				CB	61008	CP	61115
				BF	61111	JR	61102
				LF	61111	JS	61101
				JG	64052	IT	61104
				AP	61065		
				CP	61107		
				CT	61104		
				CT	46320		
				BW	61101		
				DW	61114		
				PW	63112		
				TW	61104		
				EN	61107		
				DS	61008		

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Historical Patient Utilization

Rockford Dialysis							
2010		2011		2012		2013 YTD 6/30	
Initials	Zip Code	Initials	Zip Code	Initials	Zip Code	Initials	Zip Code
BA	61104	BA	61104	BA	61104	BA	61104
VA	61008	VA	61008	VA	61008	VA	61008
EA	61101	CA	61101	CA	61101	CA	61101
RB	61080	EA	61101	EA	61101	EA	61101
SB	61102	SB	61102	SB	61102	JA	61102
DB	61103	DB	61103	DB	61103	SB	61102
RB	61104	RB	61104	RB	61104	DB	61103
MB	61101	MB	61101	MB	61102	PB	61103
MB	61102	MB	61102	CB	61102	BB	61103
CB	61102	CB	61102	RB	61102	MB	61102
BB	61103	JB	61103	EB	61101	CB	61102
RB	61102	RB	61102	JC	61101	RB	61102
JC	61101	JC	61101	JC	61103	EB	61101
JC	61103	TC	53511	RC	61101	JC	61101
RC	61101	JC	61103	WC	61101	AC	61102
WC	61101	RC	61101	EC	61109	JC	61103
EC	61109	WC	61101	JC	61102	EC	61109
JC	61102	EC	61109	KC	61115	JC	61102
FC	61102	JC	61102	FC	61102	DC	61102
LC	61101	KC	61115	JC	61101	SC	61111
ZC	61108	FC	61102	FD	61115	FC	61102
JC	61101	JC	61101	BD	61104	JC	61101
BC	61084	FD	61115	LD	61101	TD	61108
EC	61103	BD	61104	ED	61102	BD	61104
JD	61107	LD	61101	AD	75056	LD	61101
FD	61115	ED	61102	JD	61105	ED	61102
BD	61104	AD	75056	KD	61103	KD	61103
LD	61101	JD	61105	LE	61108	ED	61111
ED	61102	KD	61103	KF	61101	LE	61102
AD	75056	LE	61108	PF	61102	PE	61010
JD	61105	KF	61101	DF	61109	ME	61101
KD	61103	PF	61102	CG	61101	KF	61101
LE	61108	DF	61109	PG	61101	PF	61102
PE	61010	CG	61101	EG	61102	GF	61101
DF	61088	NG	61108	CG	61072	DF	61109
PF	61102	EG	61102	DG	61101	RF	61103
JF	61104	CG	61072	JG	61103	VF	61101
DF	61109	DG	61101	DH	61101	PG	61101
PG	61102	JG	61103	HH	61101	JG	61104
NG	61108	DH	61101	BH	61103	EG	61102

Rockford Dialysis							
2010		2011		2012		2013 YTD 6/30	
Initials	Zip Code	Initials	Zip Code	Initials	Zip Code	Initials	Zip Code
JG	60626	HH	61101	DH	61101	CG	61107
EG	61102	BH	61103	VH	61101	CG	61072
DG	61101	DH	61101	TH	61103	DG	61101
JG	61103	VH	61101	MH	61104	DH	61101
DH	61101	MH	61104	CH	32210	HH	61101
HH	61101	CH	32210	RH	61101	OH	61103
VH	61080	RH	61101	RH	62418	BH	61103
DH	61101	SH	61101	SH	61101	DH	61101
KH	61102	JH	61103	JH	61103	JH	61008
VH	61101	FH	61101	FH	61101	VH	61101
MH	61104	MI	61111	MI	61111	SH	64131
CH	32210	JJ	61102	MJ	61102	MH	61104
RH	61101	DJ	61107	JJ	61102	CH	61104
TH	61103	RJ	61103	DJ	61107	BH	61073
SH	61101	PK	61101	RJ	61103	PH	61103
JH	61103	ML	61114	PK	61101	SH	61101
DH	61101	KL	61101	KL	61101	JH	61103
FH	61101	FM	61107	FM	61107	FH	61101
JJ	61102	CM	61102	CM	61102	MJ	61102
KJ	61101	DM	61102	DM	61102	RJ	61103
MI	61104	HM	61102	HM	61102	JJ	61102
CJ	61101	PM	61103	PM	61103	DJ	61107
DJ	61107	SM	61103	SM	61103	PK	61101
RJ	61103	AM	61101	AM	61101	DL	61103
PK	61101	JM	61103	JM	61103	SL	61103
EL	61073	RO	61104	RO	61104	FM	61107
JL	61080	HP	61101	HP	61101	CM	61102
SL	61101	KP	61103	KP	61103	DM	61102
FM	61107	AP	61102	AP	61102	HM	61102
NM	61103	GP	61111	GP	61111	PM	61103
CM	61102	JP	61103	JP	61103	SM	61109
HM	61102	JR	60625	BR	61111	SM	61104
PM	61103	BR	61111	JR	61101	SM	61103
GM	61107	JR	61101	RR	61103	SM	61102
SM	61103	RR	61103	JR	61101	JM	61102
AM	61101	JR	61101	ER	34653	AM	61101
JM	61103	ER	34653	BS	61104	JM	61103
RO	61104	BS	61104	BS	61108	JN	61101
HP	61101	BS	61108	CS	55404	FN	61102
AP	60084	CS	55404	KS	61063	LO	61108
GP	61111	KS	61063	RT	61107	RO	61104
JP	61103	RT	61107	RV	61103	KP	61103
JP	61103	RV	61103	MV	61101	GP	61111
JR	61101	EV	61073	EV	61073	JP	61103

Rockford Dialysis							
2010		2011		2012		2013 YTD 6/30	
Initials	Zip Code	Initials	Zip Code	Initials	Zip Code	Initials	Zip Code
RR	61103	EW	61073	JW	61107	BR	61111
JR	61101	PW	61102	PW	61102	JR	61101
JR	61104	SW	61102	SW	61102	RR	61103
BS	61108	JW	61080	JW	61080	JR	61101
TS	61101	LW	61104	LW	61104	BS	61104
CS	55404	LW	61102	LW	61102	RS	61103
MS	61108	AW	61101	JW	61101	JS	61115
KS	61063	FW	61101	AW	61101	CS	55404
SS	61108			FW	61101	TS	61107
JV	61102			ND	61108	KS	61063
RV	61103			PE	61010	RS	61073
EV	61073			WM	61111	SS	61108
EW	61073			FN	61102	DT	61114
SW	61102			EP	61102	LT	61103
JW	61080			MW	61047	RV	61103
LW	61104			LY	61103	MV	61101
LW	61102			TD	61108	EV	61032
WW	61072			HJ	61103	EV	61073
				DT	61114	EW	61103
				SW	46208	PW	61102
				DC	61103	SW	61102
				AC	61102	JW	61080
				ED	61111	LW	61104
				LE	61102	SW	61024
				JG	61108	LW	61102
				JH	61108	NW	61072
				CH	61104	WW	61101
				JN	61101	AW	61101
				GT	61107	FW	61101
				RV	61103	LY	61103
				JW	61107	NC	61103
				EW	61103	AF	61101
				SW	61102	DH	61115
				SC	61111	AL	61109
				GF	61101	RA	61072
				VF	61101	EM	61103
				JG	61104	RM	61101
				CG	61107	NR	61101
				AL	61109	KC	61101
				ML	33830	BH	61103
				LN	61114	RH	61103
				DP	61032	VR	61102
				SW	61024	KB	61054
				SA	61102	JB	61103

Rockford Dialysis							
2010		2011		2012		2013 YTD 6/30	
Initials	Zip Code	Initials	Zip Code	Initials	Zip Code	Initials	Zip Code
				CD	61114	LC	61103
				SL	61103	JC	61101
				LM	61101	DH	61019
				JM	61080	RB	61101
				NB	61114	JW	61104
				ME	61101		
				BH	61073		
				BR	61111		
				SS	61108		
				PB	61103		
				AC	61102		
				OH	61103		
				RJ	61103		
				HL	61114		
				RS	61073		
				LI	61104		
				SM	61109		
				SM	61102		
				JS	61115		
				LT	61103		
				DC	61102		
				JC	61103		
				BF	61109		
				DH	45385		
				DL	61103		
				RS	61103		
				NW	61072		
				RF	61103		
				EH	61101		
				LO	61108		

Historical Patient Utilization

Roxbury Dialysis							
2010		2011		2012		2013 YTD 6/30	
Initials	Zip Code	Initials	Zip Code	Initials	Zip Code	Initials	Zip Code
TA	61108	TA	61108	TA	61108	TA	61108
SA	61102	SA	61102	SA	61102	SA	61102
RA	61107	RA	61107	RA	61107	RA	61107
EB	61108	EB	61108	EB	61108	EB	61108
GB	61108	GB	61108	GB	61108	GB	61108
JB	61008	JB	61008	JB	61008	JB	61008
DB	61108	KB	61008	KB	61008	KB	61008
DB	61108	DB	61108	DB	61108	RB	61107
CB	61016	RB	61107	DB	61108	LB	61108
LB	61008	DB	61108	NB	61102	DB	61108
CB	61103	MB	61107	MB	61107	NB	61102
JC	61108	CB	61016	CB	61016	OB	60033
DC	61109	LB	61008	LB	61008	CB	61016
BC	61114	CB	61103	CB	61103	CB	61103
KC	61008	JC	61108	JC	61108	VD	61084
MC	61107	DC	61103	DC	61103	RD	61084
SC	61108	DC	61109	DC	61109	JD	61038
VD	61084	KC	61008	KC	61008	LE	61108
ID	61107	MC	61107	MC	61107	TE	61114
LE	61107	VD	61084	VD	61084	ME	61107
ME	61107	JD	61038	JD	61038	RF	61052
RF	61052	PE	61010	AD	61111	PF	61107
PF	61107	LE	61107	TE	61114	OF	61132
PF	61102	ME	61107	PE	61010	PF	61102
JF	61084	RF	61052	LE	61107	RF	61108
DF	61108	PF	61107	ME	61107	JF	61084
RF	61108	PF	61102	RF	61052	DF	61108
JG	61102	JF	61084	PF	61107	LF	61111
PG	61108	DF	61108	PF	61102	RF	61108
MG	61111	RF	61108	JF	61084	RG	61126
PG	60152	JG	61102	DF	61108	NG	61108
SG	61107	RG	61126	RF	61108	MG	61111
JG	61104	NG	61108	JG	61102	DG	61015
RH	61109	PG	61108	RG	61126	SG	61107
MH	61114	MG	61111	NG	61108	KH	61073
PH	61111	PG	61101	PG	61108	SH	61109
PJ	61114	SG	61107	MG	61111	RH	61109
YJ	61109	JG	61104	SG	61107	SH	61126
DK	61111	SH	61109	JG	61104	CH	61111
TK	61103	RH	61109	KH	61073	PH	61111

Roxbury Dialysis							
2010		2011		2012		2013 YTD 6/30	
Initials	Zip Code	Initials	Zip Code	Initials	Zip Code	Initials	Zip Code
JK	61104	CH	61111	SH	61109	CJ	61102
RL	61103	PH	61111	RH	61109	SJ	61109
AL	61108	SJ	61109	CH	61111	YJ	61109
BM	61108	YJ	61109	PH	61111	DK	61111
BM	61008	DK	61111	SJ	61109	TK	61103
JM	61104	TK	61103	YJ	61109	JK	61104
LM	61073	JK	61104	DK	61111	TL	61115
RM	61008	RL	61103	TK	61103	RL	61115
JM	61108	AL	61108	JK	61104	AL	61108
RM	61101	AL	60014	RL	61103	SM	61114
LN	85373	JM	61108	AL	61108	JM	61108
CO	61073	KM	61065	AL	60014	JM	61011
MO	61109	JM	61108	JM	61108	KM	61065
LP	61109	DM	61109	MM	61114	JM	61108
VP	61114	BM	61008	KM	61065	DM	61109
RP	61103	JM	61104	JM	61108	RM	61111
BP	61107	LM	61073	DM	61109	BM	61008
NR	61108	RM	61008	BM	61008	JM	61020
WR	61020	JM	61108	JM	61104	JM	61104
FR	61108	RM	61101	LM	61073	LM	61073
GR	61008	GM	61008	RM	61008	RM	61008
CR	61108	AN	61109	JM	61108	JM	61108
HR	61104	CN	61008	RM	61101	RM	61101
AS	61111	CO	61073	GM	61008	GM	61008
JS	61008	MO	61109	AN	61109	AN	61109
J5	61008	CP	61084	JN	61108	JN	61108
PS	61108	LP	61109	CN	61008	CN	61008
HS	61107	VP	61114	CO	61073	GN	61102
DS	61008	BP	61107	MO	61109	RN	61104
BS	61114	RP	61108	CP	61084	JO	61109
AT	61109	NR	61108	LP	61109	CO	61073
MT	61107	WR	61020	VP	61114	MO	61109
JT	61108	GR	61008	BP	61107	CO	61108
PT	61107	VR	61111	RP	61108	LP	61109
PT	78216	CR	61108	NR	61108	VP	61107
WV	61101	HR	61104	WR	61020	VP	61114
VV	61114	CR	65788	FR	61108	JP	61108
FV	61114	DR	61109	GR	61008	BP	61107
DW	61008	RR	61108	CR	61108	RP	61108
MW	61114	J5	61114	HR	61104	NR	61108
CW	61101	TS	61101	DR	61109	WR	61020
FW	61108	JS	61008	RR	61108	BR	61111
CZ	61008	JS	61008	JS	61114	FR	61108
PZ	61072	AS	61107	TS	61101	GR	61008

Roxbury Dialysis							
2010		2011		2012		2013 YTD 6/30	
Initials	Zip Code	Initials	Zip Code	Initials	Zip Code	Initials	Zip Code
BZ	61111	PS	61108	JS	61008	JR	61008
		HS	61107	JS	61008	CR	61108
		DS	61008	AS	61107	HR	61104
		CS	61109	HS	61107	DR	61109
		LS	61107	DS	61008	RR	61108
		PS	61114	CS	61109	TS	61101
		DS	61008	LS	61107	DS	61104
		BS	61114	PS	61114	JS	61008
		SS	61108	DS	61008	HS	61107
		GT	61107	BS	61114	DS	61008
		AT	61109	SS	61108	CS	61109
		MT	61107	GT	61107	LS	61107
		PT	61107	AT	61109	DS	61008
		PT	78216	PT	61107	PT	61107
		WV	61101	PT	78216	JT	61108
		VV	61114	WV	61101	FV	61114
		FV	61114	VV	61114	DW	61008
		DW	61008	FV	61114	VW	61109
		MW	61114	DW	61008	MW	61114
		CW	61101	MW	61114	CW	61101
		MW	61016	CW	61101	MW	61016
		DW	61008	MW	61016	DW	61008
		TW	61111	DW	61008	JW	61107
		TX	61109	TW	61111	TX	61109
		CZ	61008	TX	61109	CZ	61008
				CZ	61008	MZ	61008
				RB	61107	PH	61111
				NK	61114	GR	61115
				JM	61020	JB	61115
				KN	61032	JH	61008
				AE	61108	CR	65788
				RF	61108	RT	54235
				WM	61108	BD	53563
				RN	61104	MP	61008
				LB	61108	JR	61101
				RD	61084	DS	61107
				DS	48221	RC	33982
				TK	61114	RD	61108
				JO	61109	CW	61020
				JP	61108	HF	61008
				LA	62226	BN	61107
				DG	61015	RS	61108
				TL	61115		
				JM	61011		

Attachment - 12C

Roxbury Dialysis							
2010		2011		2012		2013 YTD 6/30	
Initials	Zip Code	Initials	Zip Code	Initials	Zip Code	Initials	Zip Code
				MM	61008		
				NP	75604		
				JR	61008		
				BR	61111		
				JT	61108		
				VW	61109		
				SW	60651		
				LF	61111		
				VP	61107		
				LE	61108		
				SH	61126		
				SM	61114		
				OF	61132		
				CJ	61102		
				MZ	61008		
				GN	61102		
				DS	61104		

Historical Patient Utilization

Stonecrest Dialysis							
2010		2011		2012		2013 YTD 6/30	
Initials	Zip Code	Initials	Zip Code	Initials	Zip Code	Initials	Zip Code
NA	61104	AA	61108	AA	61108	AA	61108
AA	61108	AA	60133	AA	60133	AA	61104
CA	611067	LA	61103	LA	61103	LA	61103
AA	60133	AA	61104	AA	61104	AA	61104
LA	61103	SB	61103	SB	61103	SB	61103
JA	61103	VB	53224	VB	53224	OB	61101
AA	61104	IB	61104	IB	61104	PB	61104
KB	61103	FC	61109	FC	61109	JB	61020
VB	53224	WC	61109	WC	61109	IB	61104
IB	61104	NC	61103	NC	61103	JB	61108
WC	61109	DF	61107	LE	61102	WC	61109
NC	61103	EF	61104	DF	61107	NC	61103
DD	61084	IF	61104	EF	61104	DC	61107
SD	61104	MG	61102	IF	61104	MC	61109
EE	61108	LH	61102	MG	61102	DC	61010
DF	61107	WH	61103	JG	61008	LE	61102
EF	61104	TH	61103	LH	61102	JF	61102
IF	61104	BH	61109	WH	61103	DF	61107
MG	61102	GH	61101	BH	61109	EF	61104
PH	61102	LH	61102	GH	61101	IF	61104
TH	61103	BI	61102	LH	61102	MG	61102
JH	39206	BJ	61103	BI	61102	JG	61008
BJ	61103	MJ	61104	BJ	61103	LH	61102
RJ	61101	RJ	61101	MJ	61104	WH	61103
KL	61108	CJ	61101	RJ	61101	BH	61109
PM	61065	AL	61109	CJ	61101	LH	61102
JM	61108	KL	61108	AL	61109	BJ	61103
JM	60107	MM	61073	KL	61108	TJ	61104
SM	61108	GM	61102	MM	61073	GJ	61107
MM	61073	CM	61101	GM	61102	MJ	61104
CM	61101	AN	61102	CM	61101	RJ	61101
EP	61102	KO	61109	JM	61102	CJ	61101
AP	61103	JO	61102	AN	61102	DL	61104
AR	61104	BP	61109	JN	61107	KL	61108
AR	61108	EP	61102	KO	61109	MM	61073
TR	61008	MP	61101	JO	61102	GM	61102
JS	61115	PP	61104	BP	61109	CM	61101
ES	61102	AP	61103	EP	61102	JO	61102
RS	61107	AR	61108	MP	61101	KO	61109
CS	30067	JR	61104	PP	61104	BP	61109

Stonecrest Dialysis							
2010		2011		2012		2013 YTD 6/30	
Initials	Zip Code	Initials	Zip Code	Initials	Zip Code	Initials	Zip Code
CS	61104	TR	61008	AP	61103	EP	61109
RS	61102	JS	61115	AR	61108	MP	61101
MW	61073	CS	61109	JR	61104	PP	61104
JW	61008	ES	61102	TR	61008	AP	61103
SW	60651	TS	61101	JS	61115	AR	61108
MW	61104	RS	61107	CS	61109	TR	61008
JW	61008	SS	61068	ES	61102	JR	61108
WW	61109	CS	61104	JS	61108	ES	61102
WZ	60156	RS	61102	TS	61101	TS	61101
		RW	61084	RS	61107	RS	61102
		JW	61104	SS	61068	CT	61104
		MW	61104	CS	61104	MW	61104
		JW	61008	RS	61102	JW	61008
		MZ	61108	RW	61084	MZ	61108
				JW	61104	LC	92557
				MW	61104	DJ	61111
				JW	61008	CM	61114
				WZ	60156	MP	61008
				MZ	61108	JS	61103
				AA	61104	BC	61108
				PB	61104	GJ	61102
				JF	61102	MK	61104
				TJ	61104	RR	61010
				JO	61102	TS	61107
				EP	61109	TW	61104
				AP	61102	DF	61109
				MG	61109	DS	61104
				AH	61108	KB	61073
				FL	61103	ML	61108
				DC	61107	RM	61104
				MC	61109		
				IH	61101		
				BM	61115		
				JB	61020		
				OB	61101		
				JB	61108		
				DC	61010		
				AR	95126		
				JR	61108		
				ST	60644		
				GJ	61107		
				RT	61109		
				DL	61104		
				CT	61104		

Attachment – 12C

Stonecrest Dialysis							
2010		2011		2012		2013 YTD 6/30	
Initials	Zip Code	Initials	Zip Code	Initials	Zip Code	Initials	Zip Code
				AV	61062		

Historical Patient Utilization

Sycamore Dialysis							
2010		2011		2012		2013 YTD 6/30	
Initials	Zip Code	Initials	Zip Code	Initials	Zip Code	Initials	Zip Code
SA	60505	KA	60135	CA	61310	EA	60115
EA	60115	EA	60115	SA	60505	TB	60135
HB	60178	HB	60178	KA	60135	RB	60145
WB	60550	TB	60135	EA	60115	TB	61068
TB	60135	RB	60145	HB	60178	MC	60115
JB	60115	PB	60115	TB	60135	EC	60115
RB	60145	TB	61068	RB	60145	RE	60115
DB	61068	CC	60115	TB	61068	JF	60115
CC	60115	EC	60115	CC	60115	JF	60150
EC	60115	JC	60115	EC	60115	SF	60150
JC	60115	RE	60178	JC	60115	BH	60419
DE	60135	DF	60518	RE	60115	RH	60135
BE	61068	JF	60150	PF	60178	AH	60115
RE	60178	SF	60150	JF	60115	LH	60178
JF	60150	RG	60178	JF	60150	JJ	60115
SF	60150	EG	60115	SF	60150	LJ	60178
RG	60178	EH	60115	EG	60115	JL	61068
EG	60115	RH	60135	EH	60115	GM	60178
WG	61068	AH	60115	RH	60135	AM	60115
EH	60115	LH	60178	AH	60115	TM	60178
RH	60135	MH	60115	LH	60178	HM	60178
AH	60115	SH	60129	MH	60115	JN	60115
LH	60178	RH	60115	RH	60115	MO	60115
MH	60115	LJ	60178	JJ	60115	WO	60178
SH	60129	JK	60178	LJ	60178	DR	60115
RH	60115	MK	61068	JK	60178	JR	60115
LJ	60178	JL	60115	MK	61068	AS	60178
WJ	60178	CL	60115	JL	60115	DS	60178
MK	61068	JL	61068	CL	60115	GS	60115
JL	60115	GM	60178	ML	60115	RS	60178
CL	60115	TM	60178	JL	61068	BS	60178
JL	61068	CM	60178	GM	60178	RS	61043
HM	60178	HM	60178	TM	60178	BT	60178
HM	78570	HM	78570	CM	60178	KT	60115
JM	61068	JM	61068	HM	60178	RT	60115
MM	61068	MM	61068	HM	78570	CT	61068
PP	60115	JN	60115	MM	61068	RV	60552
RP	61068	WO	60178	JN	60115	KW	60115
NP	61068	PP	60115	WO	60178	KY	60178
KP	60112	NP	61068	NP	61068	SZ	60178

Sycamore Dialysis							
2010		2011		2012		2013 YTD 6/30	
Initials	Zip Code	Initials	Zip Code	Initials	Zip Code	Initials	Zip Code
JP	60115	MP	60140	MP	60140	DZ	61068
NR	62665	RQ	60123	JR	60115	TB	60115
JR	60115	JR	60115	JS	60115	MB	60115
MS	30519	JS	60115	DS	60178	CK	60178
JS	60115	DS	60178	RS	60178	DR	60115
DS	60178	RS	60178	WS	60115	RT	60152
RS	60178	WS	60115	RS	61068	MM	61068
TS	60115	BS	60178	BS	60178	BB	60115
BS	60178	RS	61043	RS	61043	PB	60135
RS	61043	KT	60115	KT	60115	MP	60140
KT	60115	OT	60115	OT	60115	JR	60178
GT	61068	RT	60115	RT	60115	RT	60115
DV	61068	ST	60115	KW	60115	LW	55803
GW	60115	DV	61068	WB	60115	DZ	60115
RW	60145	KW	60115	BC	60178	DD	60115
KW	60115	NW	61107	SC	60150	PE	60109
NW	61107			CS	60553	KK	61020
				BT	60178	SH	60129
				LW	55803	DS	60115
				RF	60178		
				EK	61068		
				BH	99301		
				RJ	60178		
				MG	33073		
				CT	61068		
				KY	60178		
				WA	60113		
				MC	60115		
				JN	61068		
				AS	60178		
				SZ	60178		
				IF	60115		
				MO	60115		
				GS	60115		
				DZ	61068		
				GG	33782		

Attachment – 12C

Attachment 2
New Patients

Churchview Dialysis			
2012		2013 YTD 6/30	
Initials	Zip Code	Initials	Zip Code
MB	61065	RB	61111
TD	61108	MH	61109
AL	61107	LL	61011
WB	44109	MW	61114
RC	61108	WB	44109
JD	61107	CD	53711
JE	61073	JD	61080
DG	60647	CH	61073
MJ	61115	WH	61038
WM	61108	EJ	61108
EP	61107	BM	61008
E5	61032	GP	51031
AS	61008	ER	34653
EH	60007	TS	61101
CH	63967	RS	85297
OJ	61115	DA	61008
RM	54843	JB	61071
GP	51031	DL	61114
MB	60178	CM	61114
TB	74129	JN	61101
JH	38305	RO	60652
RS	85297	FS	61107
JD	61111	DT	75089
CG	61107	FV	61114
KJ	61125	JA	61114
DL	61114	MB	61114
BM	61115	MF	61114
AP	61114	TF	61016
BG	60102	AL	61101
JM	60180	GO	55347
LZ	61109	DV	61068
LE	61108	RW	61073
FF	61107	LA	62226
GF	61008	KB	61088
EF	61008	AB	61102
GG	61107	JC	61073
BH	61103	JD	61107
BH	61073	JH	38305
CH	61104	LH	61101
MK	61068	MJ	79605

Attachment – 12C

Churchview Dialysis			
2012		2013 YTD 6/30	
Initials	Zip Code	Initials	Zip Code
EP	61065	DM	61108
SR	61114	CP	61115
BA	61114	JR	61102
HB	35739	JS	61101
VB	54481	IT	61104
SH	61126		
VH	61108		
JS	61107		
DS	48221		
BB	61103		
CB	60637		
SC	61107		
DC	61115		
CG	61111		
DH	61065		
LL	61008		
KN	95901		
LR	61102		
CR	61073		
AS	61108		
SW	60651		
CB	61008		
BF	61111		
LF	61111		
JG	64052		
AP	61065		
CP	61107		
CT	61104		
CT	46320		
BW	61101		
DW	61114		
PW	63112		
TW	61104		
EN	61107		
DS	61008		

Attachment – 12C

Rockford Dialysis			
2012		2013 YTD 6/30	
Initials	Zip Code	Initials	Zip Code
ND	61108	NC	61103
PE	61010	AF	61101
WM	61111	DH	61115
FN	61102	AL	61109
EP	61102	RA	61072
MW	61047	EM	61103
LY	61103	RM	61101
TD	61108	NR	61101
HJ	61103	KC	61101
DT	61114	BH	61103
SW	46208	RH	61103
DC	61103	VR	61102
AC	61102	KB	61054
ED	61111	JB	61103
LE	61102	LC	61103
JG	61108	JC	61101
JH	61108	DH	61019
CH	61104	RB	61101
JN	61101	JW	61104
GT	61107		
RV	61103		
JW	61107		
EW	61103		
SW	61102		
SC	61111		
GF	61101		
VF	61101		
JG	61104		
CG	61107		
AL	61109		
ML	33830		
LN	61114		
DP	61032		
SW	61024		
SA	61102		
CD	61114		
SL	61103		
LM	61101		
JM	61080		
NB	61114		
ME	61101		
BH	61073		

Attachment – 12C

Rockford Dialysis		
2012		2013 YTD 6/30
Initials	Zip Code	
BR	61111	
SS	61108	
PB	61103	
AC	61102	
OH	61103	
RJ	61103	
HL	61114	
RS	61073	
LI	61104	
SM	61109	
SM	61102	
JS	61115	
LT	61103	
DC	61102	
JC	61103	
BF	61109	
DH	45385	
DL	61103	
RS	61103	
NW	61072	
RF	61103	
EH	61101	
LO	61108	

Roxbury Dialysis			
2012		2013 YTD 6/30	
Initials	Zip Code	Initials	Zip Code
RB	61107	PH	61111
NK	61114	GR	61115
JM	61020	JB	61115
KN	61032	JH	61008
AE	61108	CR	65788
RF	61108	RT	54235
WM	61108	BO	53563
RN	61104	MP	61008
LB	61108	JR	61101
RD	61084	DS	61107
DS	48221	RC	33982
TK	61114	RD	61108
JO	61109	CW	61020
JP	61108	HF	61008
LA	62226	BN	61107
DG	61015	RS	61108
TL	61115		
JM	61011		
MM	61008		
NP	75604		
JR	61008		
BR	61111		
JT	61108		
VW	61109		
SW	60651		
LF	61111		
VP	61107		
LE	61108		
SH	61126		
SM	61114		
OF	61132		
CI	61102		
MZ	61008		
GN	61102		
DS	61104		

Attachment – 12C

Stonecrest Dialysis			
2012		2013 YTD 6/30	
Initials	Zip Code	Initials	Zip Code
AA	61104	LC	92557
PB	61104	DJ	61111
JF	61102	CM	61114
TJ	61104	MP	61008
JO	61102	JS	61103
EP	61109	BC	61108
AP	61102	GJ	61102
MG	61109	MK	61104
AH	61108	RR	61010
FL	61103	TS	61107
DC	61107	TW	61104
MC	61109	DF	61109
IH	61101	DS	61104
BM	61115	KB	61073
JB	61020	ML	61108
OB	61101	RM	61104
JB	61108		
DC	61010		
AR	95126		
JR	61108		
ST	60644		
GJ	61107		
RT	61109		
DL	61104		
CT	61104		

Sycamore Dialysis			
2012		2013 YTD 6/30	
Initials	Zip Code	Initials	Zip Code
WB	60115	TB	60115
BC	60178	MB	60115
SC	60150	CK	60178
CS	60553	DR	60115
BT	60178	RT	60152
LW	55803	MM	61068
RF	60178	BB	60115
EK	61068	PB	60135
BH	99301	MP	60140
RJ	60178	JR	60178
MG	33073	RT	60115
CT	61068	LW	55803
KY	60178	DZ	60115
WA	60113	DD	60115
MC	60115	PE	60109
JN	61068	KK	61020
AS	60178	SH	60129
SZ	60178	DS	60115
IF	60115		
MO	60115		
GS	60115		
DZ	61068		
GG	33782		

Attachment 3
Pre-ESRD Patients

Zip Code	Total
60135	7
60145	2
60146	5
60152	4
61008	57
61011	5
61012	3
61016	5
61038	4
61065	10
Total	102

Attachment – 12C

Michael Robertson, M.D.
Rockford Nephrology Associates
612 Roxbury Road
Rockford, Illinois 61107

Kathryn J. Olson
Chair
Illinois Health Facilities and Services Review Board
525 West Jefferson Street, 2nd Floor
Springfield, Illinois 62761

Dear Chair Olson:

I am pleased to support DaVita's establishment of Machesney Park Dialysis. The proposed 12-station chronic renal dialysis facility, to be located at 6950 North Perryville Road, Machesney Park, Illinois 61115 will directly benefit my patients.

DaVita's proposed facility will improve access to necessary dialysis services in the Machesney Park community. DaVita is well-positioned to provide these services, as it delivers life sustaining dialysis for residents of similar communities throughout the country and abroad. It has also invested in many quality initiatives to improve its patients' health and outcomes.

The site of the proposed facility is close to Interstates 39 (I-39) and 90 (I-90) and will provide better access to patients residing in Northern Illinois and the greater Rockford area. Utilization of facilities within 30 minutes of the proposed facility was 79.0%, according to September 30, 2014 reported census data.

I have identified 650 patients from my practice who are suffering from Stage 3, 4 or 5 CKD who all reside within an approximate 12 minute commute of the proposed facility. 119 of these patients are at Stage 4 or 5 CKD. Conservatively, I predict at least 72 of these 119 patients will progress to dialysis within the next 12 to 24 months. My large patient base and the significant utilization at nearby facilities demonstrate considerable demand for this facility.


A list of patients who have received care at existing facilities in the area over the past 3 3/4 years is provided at Attachment - 1. A list of new patients my practice has referred for in-center hemodialysis for the past 1 3/4 years is provided at Attachment - 2. The list of zip codes for the 119 pre-ESRD patients previously referenced is provided at Attachment - 3.

These patient referrals have not been used to support another pending or approved certificate of need application. The information in this letter is true and correct to the best of my knowledge.

Attachment - 12D

DaVita is a leading provider of dialysis services in the United States and I support the proposed establishment of Machesney Park Dialysis.

Sincerely,



Michael Robertson, M.D.
Nephrologist
Rockford Nephrology Associates
612 Roxbury Road
Rockford, Illinois 61107

Subscribed and sworn to me
This 19 day of January, 2015

Notary Public:



Attachment – 12D

Attachment 1
Historical Patient Utilization

Churchview Dialysis							
2011		2012		2013		2014 YTD 9/30	
Zip Code	Pt Count	Zip Code	Pt Count	Zip Code	Pt Count	Zip Code	Pt Count
33629	1	39206	1	61008	8	61002	1
39206	1	60135	1	61012	1	61008	12
43614	1	60180	1	61016	1	61010	1
44109	1	61008	7	61061	1	61012	1
61008	4	61012	1	61065	3	61016	1
61012	1	61038	1	61072	1	61020	1
61038	1	61063	1	61073	4	61065	7
61035	3	61065	4	61080	4	61073	3
61071	1	61071	1	61088	1	61080	1
61073	5	61073	6	61101	7	61088	1
61080	1	61080	1	61102	7	61101	6
61101	7	61101	8	61103	5	61102	5
61102	5	61102	5	61104	4	61103	6
61103	4	61103	4	61106	1	61104	6
61104	5	61104	5	61107	15	61107	16
61107	11	61107	15	61108	10	61108	12
61108	11	61108	11	61109	8	61109	11
61109	6	61109	5	61111	9	61111	11
61111	4	61111	6	61114	9	61114	12
61114	6	61114	12	61115	8	61115	10
61115	8	61115	9	61132	1		
62069	1	62069	1				
62711	1	62711	1				
77018	1						

Attachment – 12D

Historical Patient Utilization

Rockford Dialysis							
2011		2012		2013		2014 YTD 9/30	
Zip Code	Pt Count	Zip Code	Pt Count	Zip Code	Pt Count	Zip Code	Pt Count
32210	1	34653	1	61008	1	60644	1
34653	1	46208	1	61010	1	61008	1
53511	1	55404	1	61019	1	61010	1
55404	1	61008	1	61063	1	61063	1
60625	1	61010	1	61072	4	61072	4
61008	1	61063	1	61073	2	61073	3
61063	1	61072	2	61080	1	61101	33
61072	2	61073	1	61101	30	61102	26
61073	4	61080	1	61102	26	61103	22
61080	2	61101	30	61103	25	61104	5
61101	26	61102	23	61104	6	61107	3
61102	20	61103	20	61107	3	61108	4
61103	16	61104	8	61108	3	61109	2
61104	8	61107	5	61109	3	61111	2
61105	1	61108	6	61111	2	61114	2
61107	3	61109	2	61114	1	61115	4
61108	4	61111	5	62206	1	88201	1
61109	2	61115	2				
61111	3						
61114	1						
61115	2						
75056	1						

Attachment – 12D

Historical Patient Utilization

Roxbury Dialysis							
2011		2012		2013		2014 YTD 9/30	
Zip Code	Pt Count	Zip Code	Pt Count	Zip Code	Pt Count	Zip Code	Pt Count
60014	1	60014	1	34238	1	61008	14
61008	16	61008	12	61008	14	61011	1
61010	1	61010	1	61011	1	61016	3
61016	2	61011	1	61012	1	61049	1
61020	1	61015	1	61016	2	61052	1
61038	1	61016	2	61020	1	61068	2
61052	1	61020	2	61024	1	61073	1
61065	1	61032	1	61052	1	61088	2
61073	2	61038	1	61068	1	61101	3
61084	3	61052	1	61073	3	61102	3
61101	4	61065	1	61084	1	61103	5
61102	3	61073	3	61101	5	61104	3
61103	4	61084	3	61102	3	61107	13
61104	4	61101	3	61103	5	61108	18
61107	15	61102	4	61104	4	61109	13
61108	20	61103	4	61107	10	61111	6
61109	13	61104	2	61108	26	61114	9
61111	6	61107	12	61109	12	61115	4
61114	7	61108	22	61111	4		
61126	1	61109	14	61114	6		
65788	1	61111	5	61115	4		
78216	1	61114	7	61126	1		
		61115	1	76248	1		
		61126	2				
		62226	1				
		78216	1				

Attachment – 12D

Historical Patient Utilization

Stonecrest Dialysis							
2011		2012		2013		2014 YTD 9/30	
Zip Code	Pt Count	Zip Code	Pt Count	Zip Code	Pt Count	Zip Code	Pt Count
53224	1	61008	2	61008	2	61101	6
60133	1	61068	1	61101	5	61102	12
61008	2	61073	1	61102	11	61103	7
61068	1	61101	6	61103	8	61104	14
61073	1	61102	12	61104	13	61107	4
61084	1	61103	4	61107	5	61108	13
61101	6	61104	12	61108	11	61109	6
61102	10	61107	3	61109	8		
61103	7	61108	6	61111	1		
61104	10	61109	7				
61107	2	61115	1				
61108	4						
61109	7						
61115	1						

Attachment – 12D

Attachment 2
New Patients

Churchview Dialysis			
2013		2014 YTD 9/30	
Zip Code	Pt Count	Zip Code	Pt Count
61008	2	61008	5
61011	1	61020	1
61016	1	61065	4
61038	1	61101	1
61061	1	61103	2
61073	3	61104	3
61080	2	61107	3
61088	1	61108	3
61101	2	61109	2
61102	2	61111	3
61103	1	61114	4
61106	1	61115	2
61107	4	61125	1
61108	6		
61109	1		
61111	7		
61114	8		
61115	1		

Attachment – 12D

Rockford Dialysis			
2013		2014 YTD 9/30	
Zip Code	Pt Count	Zip Code	Pt Count
61019	1	60644	1
61063	1	61072	1
61072	2	61073	2
61101	13	61101	4
61102	5	61102	2
61103	7	61103	5
61108	1	61114	1
61109	2	61115	3
62206	1	88201	1

Attachment - 12D

Roxbury Dialysis			
2013		2014 YTD 9/30	
Zip Code	Pt Count	Zip Code	Pt Count
34238	1	60073	1
60033	1	61008	1
61008	6	61016	1
61016	1	61049	1
61068	1	61065	1
61073	1	61102	2
61101	2	61104	1
61102	1	61107	4
61103	2	61108	3
61104	2	61109	4
61107	5	61111	3
61108	9	61114	4
61109	3	61115	1
61114	1		
61115	4		

Attachment - 12D

Stonecrest Dialysis			
2013		2014 YTD 9/30	
Zip Code	Pt Count	Zip Code	Pt Count
61008	1	61010	2
61010	2	61101	2
61073	1	61102	3
61101	1	61103	1
61102	2	61104	5
61103	1	61107	3
61104	6	61108	2
61107	2	61109	3
61108	6	61112	1
61109	3	61114	1
61111	1		
61114	1		
61115	1		

Attachment -12D

Attachment 3
Pre-ESRD Patients

Zip Code	Total
61073	21
61111	48
61115	50
Total	119

Attachment – 12D

Facility	Referring Physician	Projected Patients' Zip Code of Residence	Patients
Forest City Rockford	Charlene Murdakes, M.D.	61101	48
		61102	44
		61103	18
Belvidere Dialysis	Mashood Ahmad, M.D.	60135	7
		60145	2
		60146	5
		60152	4
		61008	57
		61011	5
		61012	3
		61016	5
		61038	4
		61065	10
Machesney Park Dialysis	Michael Robertson, M.D.	61073	21
		61111	48
		61115	50
Alpine Dialysis	Syed M. Ahmed, M.D.	61109	59
		61104	10

Attachment – 12D

Attachment - 12E

Section III, Background, Purpose of the Project, and Alternatives
Criterion 1110.230(c) – Background, Purpose of the Project, and Alternatives

Alternatives

The Applicants considered three options prior to determining to establish a 12-station dialysis facility. The options considered are as follows:

1. Maintain the Status Quo/Do Nothing
2. Utilize Existing Facilities.
3. Establish a new facility.

After exploring these options, which are discussed in more detail below, the Applicants determined to establish an 8-station dialysis facility. A review of each of the options considered and the reasons they were rejected follows.

Maintain the Status Quo/Do Nothing

The Applicants considered the option not to do anything. Existing facilities within the Alpine GSA are highly utilized, operating well above or just below the State Board's 80% utilization standard. The practice of Syed Ahmed, M.D., Rockford Nephrology Associates, LLC is currently treating 569 Stage 3, 4, and 5 CKD patients, who reside within either the ZIP code of the proposed facility (61109) or the next closest ZIP code to the proposed facility (61104) for Alpine Dialysis. Of these 569 CKD patients, 69 suffer from either Stage 4 or 5 CKD. See Appendix – 1. Conservatively, based upon attrition due to patient death, transplant, return of function, or relocation, Dr. Ahmed anticipates that at least 44 of these 69 patients will initiate dialysis within 12 to 24 months following project completion. Based upon historical utilization trends, the existing facilities will not have sufficient capacity to accommodate Dr. Ahmed's projected ESRD patients. As a result, DaVita rejected this option.

There is no capital cost with this alternative.

Utilize Existing Facilities

There are seven dialysis facilities within the Alpine GSA. Collectively, these facilities were operating at 65.44% as of March 31, 2017. Excluding the recently approved dialysis facilities, average utilization increases to 83.33%, exceeding the State Board's utilization standard. Furthermore, patient census among the existing facilities within the Alpine GSA has increased 5.4% since March 31, 2015. This growth is anticipated to continue to increase for the foreseeable future. The U.S. Centers for Disease Control and Prevention estimates 15% of American adults have some level of CKD. Kidney disease is often silent until the late stages when it can be too late to head off kidney failure. As more working families obtain health insurance through the ACA¹⁰ and 1.5 million Medicaid beneficiaries transition from traditional fee for service Medicaid to Medicaid managed care,¹¹ more individuals in high risk groups now have better access to primary care and kidney screening. As a result of these health care reform initiatives, DaVita anticipates continued increases in newly

¹⁰ According to data from the Kaiser Family Foundation 356,403 Illinois residents enrolled in a health insurance program through the ACA (THE HENRY J. KAISER FAMILY FOUNDATION, TOTAL MARKETPLACE ENROLLMENT available at <http://www.kff.org/health-reform/state-indicator/total-marketplace-enrollment/?currentTimeframe=0&sortModel=%7B%22colId%22:%22Location%22,%22sort%22:%22asc%22%7D> (last visited Jul. 24, 2017)).

¹¹ In January 2011, the Illinois General Assembly passed legislation mandating 50% of the Medicaid population to be covered by a managed care program by 2015.

diagnosed cases of CKD in the years ahead. Once diagnosed, many of these patients will be further along in the progression of CKD due to the lack of nephrologist care prior to diagnosis. It is imperative that enough stations are available to treat this new influx of ESRD patients, who will require dialysis in the next couple of years.

Further, the practice of Syed Ahmed, M.D., Rockford Nephrology Associates, LLC is currently treating 569 Stage 3, 4, and 5 CKD patients, who reside within either the ZIP code of the proposed facility (61109) or the next closest ZIP code to the proposed facility (61104) for Alpine Dialysis. Of these 569 CKD patients, 69 suffer from either Stage 4 or 5 CKD. See Appendix – 1. Conservatively, based upon attrition due to patient death, transplant, return of function, or relocation, Dr. Ahmed anticipates that at least 44 of these 69 patients will initiate dialysis within 12 to 24 months following project completion. Based upon historical utilization trends, the existing facilities will not have sufficient capacity to accommodate Dr. Ahmed's projected ESRD patients.

Given the high utilization of the existing facilities coupled with projected growth of ESRD patients due to health care reform initiatives, the existing facilities within the GSA will not have sufficient capacity to accommodate Dr. Ahmed's projected ESRD patients. Based on June 2017 data from the Renal Network, 456 ESRD patients live within 30 minutes of the proposed facility. This translates to a need for 95 stations, assuming 80% utilization. Currently, there are only 73 stations within 30 minutes of the proposed facility. While additional stations either recently came online or are projected to come online in the next year, these stations are dedicated to a different patient base, and the facilities are anticipated to reach 80% utilization within two years of project completion. The proposed Alpine Dialysis is needed to ensure ESRD patients on the southeast side of Rockford have adequate access to dialysis services is essential to their well-being. As a result, DaVita rejected this option.

There is no capital cost with this alternative.

Facility of Lesser or Greater Scope

The Applicants considered establishing a facility of lesser or greater scope. The proposed Alpine Dialysis is located within the Rockford metropolitan statistical area ("MSA"). The proposed facility complies with the State Board requirement for the minimum number of stations for a facility located within an MSA. Accordingly a facility of lesser scope was rejected.

As previously noted, three new facilities in the Alpine Dialysis GSA recently came online or are projected to come online within the next year. While each of these facilities will serve a separate patient base and are projected to reach 80% occupancy within 2 years of project completion, the Applicants do not want to create unnecessary duplication within the Alpine Dialysis GSA. This project was narrowly tailored to serve ESRD patients on the southeast side of Rockford without adversely affecting existing or approved facilities. Accordingly, a facility of greater scope was rejected.

Establish a New Facility

As noted above, there are seven dialysis facilities within 30 minutes of the Alpine GSA. Collectively, these facilities were operating at 65.44% as of March 31, 2017. Excluding the recently approved dialysis facilities, average utilization increases to 83.33%, exceeding the State Board's utilization standard. Furthermore, patient census among the existing facilities within the Alpine GSA has increased 5.4% since March 31, 2015. This growth is anticipated to continue to increase for the foreseeable future. The U.S. Centers for Disease Control and Prevention estimates 15% of American adults have some level of CKD. Kidney disease is often silent until the late stages when it can be too late to head off kidney failure. As more working families obtain health insurance through the ACA¹²

¹² According to data from the Kaiser Family Foundation 356,403 Illinois residents enrolled in a health insurance program through the ACA (THE HENRY J. KAISER FAMILY FOUNDATION, TOTAL MARKETPLACE ENROLLMENT available at <http://www.kff.org/health-reform/state-indicator/total-marketplace->

and 1.5 million Medicaid beneficiaries transition from traditional fee for service Medicaid to Medicaid managed care,¹³ more individuals in high risk groups now have better access to primary care and kidney screening. As a result of these health care reform initiatives, DaVita anticipates continued increases in newly diagnosed cases of CKD in the years ahead. Once diagnosed, many of these patients will be further along in the progression of CKD due to the lack of nephrologist care prior to diagnosis. It is imperative that enough stations are available to treat this new influx of ESRD patients, who will require dialysis in the next couple of years.

Further, the practice of Syed Ahmed, M.D., Rockford Nephrology Associates, LLC is currently treating 569 Stage 3, 4, and 5 CKD patients, who reside within either the ZIP code of the proposed facility (61109) or the next closest ZIP code to the proposed facility (61104) for Alpine Dialysis. Of these 569 CKD patients, 69 suffer from either Stage 4 or 5 CKD. See Appendix – 1. Conservatively, based upon attrition due to patient death, transplant, return of function, or relocation, Dr. Ahmed anticipates that at least 44 of these 69 patients will initiate dialysis within 12 to 24 months following project completion. Based upon historical utilization trends, the existing facilities will not have sufficient capacity to accommodate Dr. Ahmed's projected ESRD patients.

Given the high utilization of the existing facilities coupled with projected growth of ESRD patients due to health care reform initiatives, the existing facilities within the GSA will not have sufficient capacity to accommodate Dr. Ahmed's projected ESRD patients. Based on June 2017 data from the Renal Network, 456 ESRD patients live within 30 minutes of the proposed facility. This translates to a need for 95 stations, assuming 80% utilization. Currently, there are only 73 stations within 30 minutes of the proposed facility. While additional stations either recently came online or are projected to come online in the next year, these stations are dedicated to a different patient base, and the facilities are anticipated to reach 80% utilization within two years of project completion. The proposed Alpine Dialysis is needed to ensure ESRD patients on the southeast side of Rockford have adequate access to dialysis services is essential to their well-being. As a result, DaVita chose this option.

The cost of this alternative is **\$2,837,776**.

enrollment/?currentTimeframe=0&sortModel=%7B%22colId%22:%22Location%22,%22sort%22:%22asc%22%7D (last visited Jul. 24, 2017)).

¹³ In January 2011, the Illinois General Assembly passed legislation mandating 50% of the Medicaid population to be covered by a managed care program by 2015.

Section IV, Project Scope, Utilization, and Unfinished/Shell Space
Criterion 1110.234(a), Size of the Project

The Applicants propose to establish an 8-station dialysis facility. Pursuant to Section 1110, Appendix B of the HFSRB's rules, the State standard is 450-650 gross square feet per dialysis station for a total of 3,600 – 5,200 gross square feet for 8 dialysis stations. The total gross square footage of the clinical space of the proposed Alpine Dialysis is 4,605 of clinical gross square feet (or 575.6 GSF per station). Accordingly, the proposed facility meets the State standard per station.

SIZE OF PROJECT				
DEPARTMENT/SERVICE	PROPOSED BGSF/DGSF	STATE STANDARD	DIFFERENCE	MET STANDARD?
ESRD	4,605	3,600 – 5,200	N/A	Meets State Standard

Section IV, Project Scope, Utilization, and Unfinished/Shell Space
Criterion 1110.234(b), Project Services Utilization

By the second year of operation, annual utilization at the proposed facility shall exceed HFSRB's utilization standard of 80%. Pursuant to Section 1100.1430 of the HFSRB's rules, facilities providing in-center hemodialysis should operate their dialysis stations at or above an annual utilization rate of 80%, assuming three patient shifts per day per dialysis station, operating six days per week. The practice of Dr. Ahmed is currently treating 69 selected late-stage CKD patients who all reside within 5 miles and 15 minutes of the proposed Alpine Dialysis, and whose condition is advancing to ESRD. See Appendix - 1. Conservatively, based upon attrition due to patient death, transplant, return of function, or relocation, it is estimated that 44 of these patients will initiate dialysis within 12 to 24 months following project completion.

Table 1110.234(b)					
Utilization					
	Dept./ Service	Historical Utilization (Treatments)	Projected Utilization	State Standard	Met Standard?
Year 2	ESRD	N/A	6,864	5,990	Yes

Section IV, Project Scope, Utilization, and Unfinished/Shell Space
Criterion 1110.234(c), Unfinished or Shell Space

This project will not include unfinished space designed to meet an anticipated future demand for service. Accordingly, this criterion is not applicable.

Section IV, Project Scope, Utilization, and Unfinished/Shell Space
Criterion 1110.234(d), Assurances

This project will not include unfinished space designed to meet an anticipated future demand for service. Accordingly, this criterion is not applicable.

Section VII, Service Specific Review Criteria

In-Center Hemodialysis

Criterion 1110.1430, In-Center Hemodialysis Projects – Review Criteria

1. Planning Area Need

The purpose of the project is to improve access to life sustaining dialysis services to the residents of Rockford, Illinois and the surrounding area. There are seven dialysis facilities within 30 minutes of the proposed Alpine Dialysis (the "Alpine GSA"). Collectively, these facilities were operating at 65.44% as of March 31, 2017. Excluding the recently approved dialysis facilities, average utilization increases to 83.33%, exceeding the State Board's utilization standard. Furthermore, patient census among the existing facilities within the Alpine GSA has increased 5.4% since March 31, 2015. This growth is anticipated to continue to increase for the foreseeable future. The U.S. Centers for Disease Control and Prevention estimates 15% of American adults have some level of CKD. Kidney disease is often silent until the late stages when it can be too late to head off kidney failure. As more working families obtain health insurance through the ACA¹⁴ and 1.5 million Medicaid beneficiaries transition from traditional fee for service Medicaid to Medicaid managed care,¹⁵ more individuals in high risk groups now have better access to primary care and kidney screening. As a result of these health care reform initiatives, DaVita anticipates continued increases in newly diagnosed cases of CKD in the years ahead. Once diagnosed, many of these patients will be further along in the progression of CKD due to the lack of nephrologist care prior to diagnosis. It is imperative that enough stations are available to treat this new influx of ESRD patients, who will require dialysis in the next couple of years.

The practice of Syed Ahmed, M.D., Rockford Nephrology Associates, LLC is currently treating 569 Stage 3, 4, and 5 CKD patients, who reside within either the ZIP code of the proposed facility (61109) or the next closest ZIP code to the proposed facility (61104) for Alpine Dialysis. Of these 569 CKD patients, 69 suffer from either Stage 4 or 5 CKD. See Appendix – 1. Conservatively, based upon attrition due to patient death, transplant, return of function, or relocation, Dr. Ahmed anticipates that at least 44 of these 69 patients will initiate dialysis within 12 to 24 months following project completion. Based upon historical utilization trends, the existing facilities will not have sufficient capacity to accommodate Dr. Ahmed's projected ESRD patients.

Based on June 2017 data from the Renal Network, 456 ESRD patients live within 30 minutes of the proposed facility. This translates to a need for 95 stations, assuming 80% utilization. Currently, there are only 73 stations within 30 minutes of the proposed facility. While three dialysis facilities either recently came online or are projected to come online in the next year, these facilities are dedicated to a different patient base and are anticipated to reach 80% utilization within two years of project completion. The proposed Alpine Dialysis is needed to ensure ESRD patients on the southeast side of Rockford have adequate access to dialysis services is essential to their well-being.

2. Service to Planning Area Residents

The primary purpose of the proposed project is to improve access to life-sustaining dialysis services to the residents of Rockford, Illinois. As evidenced in the physician referral letter attached at Appendix - 1, 569 pre-ESRD patients reside within either the ZIP code of proposed facility (61109) or

¹⁴ According to data from the Kaiser Family Foundation 356,403 Illinois residents enrolled in a health insurance program through the ACA (THE HENRY J. KAISER FAMILY FOUNDATION, TOTAL MARKETPLACE ENROLLMENT available at <http://www.kff.org/health-reform/state-indicator/total-marketplace-enrollment/?currentTimeframe=0&sortModel=%7B%22colId%22:%22Location%22,%22sort%22:%22asc%22%7D> (last visited Jul. 24, 2017)).

¹⁵ In January 2011, the Illinois General Assembly passed legislation mandating 50% of the Medicaid population to be covered by a managed care program by 2015.

the next closest ZIP code to the proposed facility (61104). All 569 pre-ESRD patients reside within 5 miles and 15 minutes of the proposed facility.

3. Service Demand

Attached at Appendix - 1 is a physician referral letter from Dr. Ahmed and a schedule of pre-ESRD and current patients by zip code. A summary of CKD patients projected to be referred to the proposed dialysis facility within the first two years after project completion is provided in Table 1110.1430(b)(3)(B) below.

Table 1110.1430(c)(3)(B) Projected Pre-ESRD Patient Referrals by Zip Code	
Zip Code	Total Patients
61109	59
61104	10
Total	69

4. Service Accessibility

As set forth throughout this application, the proposed facility is needed to maintain access to life-sustaining dialysis for residents of Rockford, Illinois and the surrounding area. Currently, there are seven dialysis facilities within the Alpine GSA. Collectively, these facilities were operating at 65.44% as of March 31, 2017. Excluding the recently approved dialysis facilities, average utilization increases to 83.33%, exceeding the State Board's utilization standard. Furthermore, patient census among the existing facilities within the Alpine GSA has increased 5.4% since March 31, 2015. This growth is anticipated to continue to increase for the foreseeable future. Due to health care reforms like the ACA and the transition to Medicaid managed care, more individuals in high risk groups have better access to primary care and kidney screening. As a result of these health care reform initiatives, DaVita anticipates continued increases in newly diagnosed cases of CKD in the years ahead. Once diagnosed, many of these patients are further along in the progression of CKD due to the lack of nephrologist care prior to diagnosis. It is imperative that enough stations are available to treat this new influx of ESRD patients, who will require dialysis. Accordingly, the proposed facility is needed to ensure sufficient capacity exists for Dr. Ahmed's projected ESRD patients.

Section VII, Service Specific Review Criteria**In-Center Hemodialysis****Criterion 1110.1430(c), Unnecessary Duplication/Maldistribution****1. Unnecessary Duplication of Services**

- a. The proposed dialysis facility will be located at 3157 South Alpine Road, Rockford, Illinois 61109. A map of the proposed facility's market area is attached at Attachment – 24A. A list of all zip codes located, in total or in part, within 30 minutes normal travel time of the site of the proposed dialysis facility as well as 2010 census figures for each zip code is provided in Table 1110.1430(d)(1)(A).

Table 1110.1430(d)(1)(A) Population of Zip Codes within 30 Minutes of Proposed Facility		
ZIP Code	City	Population
61008	BELVIDERE	34,311
61010	BYRON	8,032
61011	CALEDONIA	2,945
61016	CHERRY VALLEY	4,837
61020	DAVIS JUNCTION	3,108
61043	HOLCOMB	131
61049	LINDENWOOD	585
61052	MONROE CENTER	1,148
61063	PECATONICA	4,132
61068	ROCHELLE	14,858
61077	SEWARD	73
61084	STILLMAN VALLEY	3,175
61088	WINNEBAGO	6,020
61101	ROCKFORD	21,593
61102	ROCKFORD	20,538
61103	ROCKFORD	24,578
61104	ROCKFORD	19,269
61107	ROCKFORD	30,439
61108	ROCKFORD	28,550
61109	ROCKFORD	28,333
61111	LOVES PARK	23,492
61112	ROCKFORD	86
61114	ROCKFORD	15,776
Total		269,009

Source: U.S. Census Bureau, Census 2010, American Factfinder available at <http://factfinder2.census.gov/faces/tableservices/jsf/pages/productview.xhtml?src=bkmk> (last visited May 10, 2017).

- b. A list of existing and approved dialysis facilities located within 30 minutes normal travel time of the proposed dialysis facility is provided at Attachment – 24B.

2. Maldistribution of Services

The proposed dialysis facility will not result in a maldistribution of services. A maldistribution exists when an identified area has an excess supply of facilities, stations, and services characterized by such factors as, but not limited to: (1) ratio of stations to population exceeds one and one-half times the State Average; (2) historical utilization for existing facilities and services is below the State Board's utilization standard; or (3) insufficient population to provide the volume or caseload necessary to utilize the services proposed by the project at or above utilization standards. As discussed more fully below, the average utilization of existing dialysis facilities that have been operational for at least 2 years within the GSA is 83.33% as of March 31, 2017. Sufficient population exists to achieve target utilization. Accordingly, the proposed dialysis facility will not result in a maldistribution of services.

a. Historic Utilization of Existing Facilities

There are seven dialysis facilities within the Alpine GSA. Collectively, these facilities were operating at 65.44% as of March 31, 2017. Excluding the recently approved dialysis facilities, average utilization increases to 83.33%, exceeding the State Board's utilization standard. Furthermore, patient census among the existing facilities within the Alpine GSA has increased 5.4% since March 31, 2015. This growth is anticipated to continue to increase for the foreseeable future. Due to health care reforms like the ACA and the transition to Medicaid managed care, more individuals in high risk groups have better access to primary care and kidney screening. As a result of these health care reform initiatives, DaVita anticipates continued increases in newly diagnosed cases of CKD in the years ahead. Once diagnosed, many of these patients are further along in the progression of CKD due to the lack of nephrologist care prior to diagnosis. It is imperative that enough stations are available to treat this new influx of ESRD patients, who will require dialysis. Accordingly, the proposed facility is needed to ensure sufficient capacity exists for Dr. Ahmed's projected ESRD patients.

b. Sufficient Population to Achieve Target Utilization

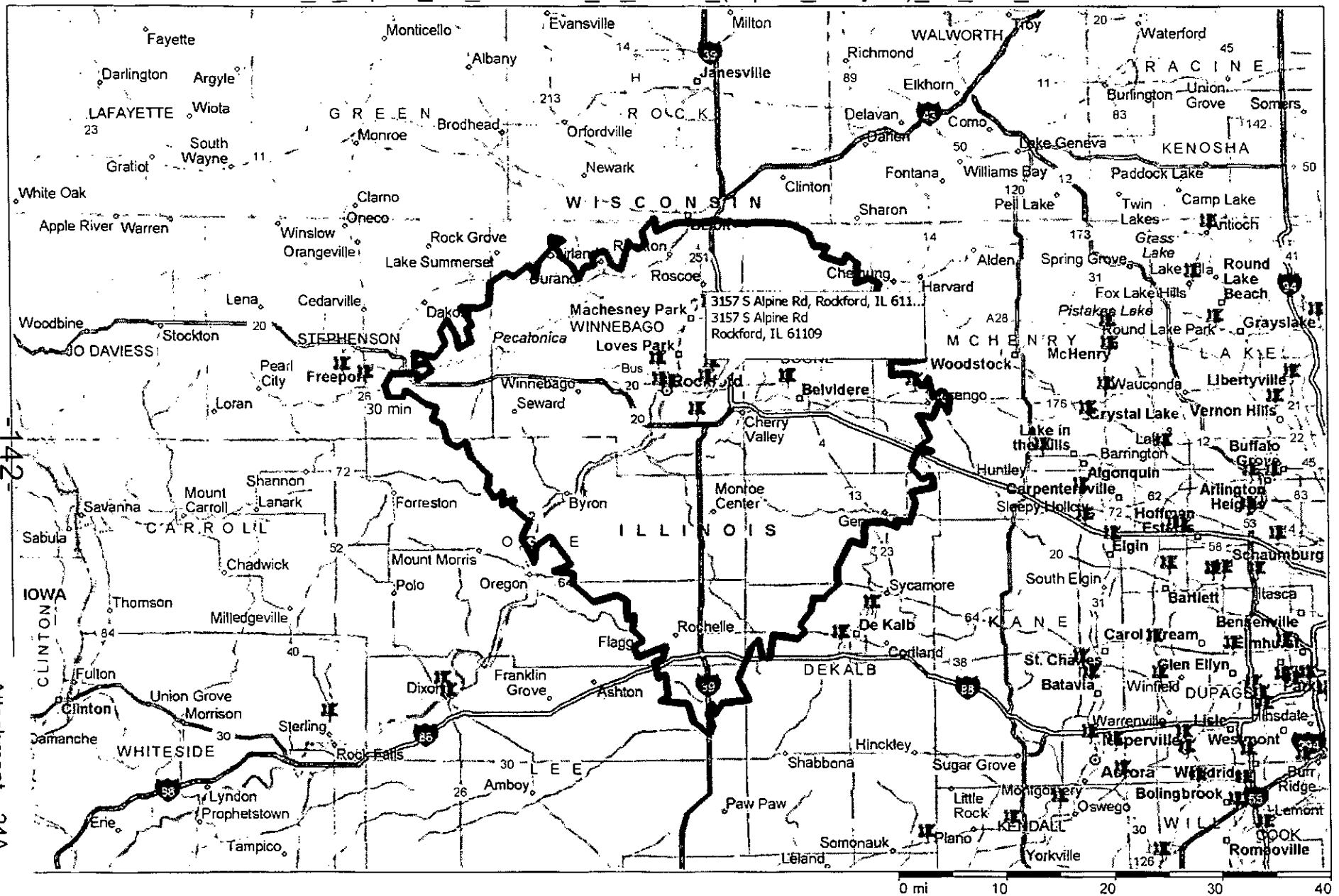
The Applicants propose to establish an 8-station dialysis facility. To achieve the HFSRB's 80% utilization standard within the first two years after project completion, the Applicants would need 39 patient referrals. The practice of Dr. Ahmed is currently treating 69 selected late-stage CKD patients who all reside within just 5 miles and 15 minutes of the proposed Alpine Dialysis. See Appendix – 1. Conservatively, based upon attrition due patient death, transplant, return of function, or relocation, Dr. Ahmed anticipates that at least 44 of these patients will initiate dialysis within 12 to 24 months following project completion. Accordingly, there is sufficient population to achieve target utilization.

3. Impact to Other Providers

- a. The proposed dialysis facility will not have an adverse impact on existing facilities in the GSA. As discussed throughout this application, the utilization of existing dialysis facilities within the Alpine GSA that have been operational for at least 2 years is 83.33%. Further, patient census across the GSA has increased 5.4% since March 31, 2015. Based upon historical utilization trends, average utilization should continue to meet the State Board standard by the time the proposed Alpine Dialysis is projected to come online. No patients are expected to transfer from the existing dialysis facilities to the proposed Alpine Dialysis.
- b. There are seven dialysis facilities within the Alpine GSA. Collectively, these facilities were operating at 65.44% as of March 31, 2017. Excluding the recently approved dialysis facilities, average utilization increases to 83.33%, exceeding the State Board's utilization standard. Furthermore, patient census among the existing facilities within the Alpine GSA has increased 5.4% since March 31, 2015. This growth is anticipated to continue to increase for the foreseeable future. Due to health care reforms like the ACA and the transition to

Medicaid managed care, more individuals in high risk groups have better access to primary care and kidney screening. As a result of these health care reform initiatives, DaVita anticipates continued increases in newly diagnosed cases of CKD in the years ahead. Once diagnosed, many of these patients are further along in the progression of CKD due to the lack of nephrologist care prior to diagnosis. It is imperative that enough stations are available to treat this new influx of ESRD patients, who will require dialysis. Accordingly, the proposed facility is needed to ensure sufficient capacity exists for Dr. Ahmed's projected ESRD patients.

Attachment - 24A



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Facility	Ownership	Address	City	HSA	Distance	Drive Time	03-31-2017 Stations	03-31-2017 Patients	03-31-2017 Utilization
Forest City Rockford*	DaVita	4103 West State Street	Rockford	1	8.7	17	12	0	0.00%
Stonecrest Dialysis	DaVita	1302 East State Street	Rockford	1	4.8	11	11	71	107.58%
Rockford Memorial Hospital	DaVita	2400 North Rockton Avenue	Rockford	1	7.5	18	22	110	83.33%
Roxbury Dialysis	DaVita	612 Roxbury Road	Rockford	1	3.9	10	16	89	92.71%
Churchview Dialysis	DaVita	417 Ware Avenue	Rockford	1	5.6	13	24	95	65.97%
Machesney Park Dialysis*	DaVita	6950 North Perryville Road	Machesney Park	1	9.9	17	12	32	44.44%
Belvidere Dialysis*	DaVita	1751 Henry Luckow Lane	Belvidere	1	11.3	19	12	31	43.06%
TOTAL							109	428	65.44%
TOTAL for facilities in operation for > 2 Years							73	365	83.33%

Section VII, Service Specific Review Criteria
In-Center Hemodialysis
Criterion 1110.1430(e), Staffing

1. The proposed facility will be staffed in accordance with all State and Medicare staffing requirements.

a. Medical Director: Syed Ahmed, M.D. will serve as the Medical Director for the proposed facility. A copy of Dr. Ahmed's curriculum vitae is attached at Attachment – 24C.

b. Other Clinical Staff: Initial staffing for the proposed facility will be as follows:

Administrator (0.82 FTE)
Registered Nurse (2.24 FTE)
Patient Care Technician (3.45 FTE)
Biomedical Technician (0.29 FTE)
Social Worker (0.33 FTE)
Registered Dietitian (0.33 FTE)
Administrative Assistant (0.48 FTE)

As patient volume increases, nursing and patient care technician staffing will increase accordingly to maintain a ratio of at least one direct patient care provider for every 4 ESRD patients. At least one registered nurse will be on duty while the facility is in operation.

c. All staff will be training under the direction of the proposed facility's Governing Body, utilizing DaVita's comprehensive training program. DaVita's training program meets all State and Medicare requirements. The training program includes introduction to the dialysis machine, components of the hemodialysis system, infection control, anticoagulation, patient assessment/data collection, vascular access, kidney failure, documentation, complications of dialysis, laboratory draws, and miscellaneous testing devices used. In addition, it includes in-depth theory on the structure and function of the kidneys; including, homeostasis, renal failure, ARF/CRF, uremia, osteodystrophy and anemia, principles of dialysis; components of hemodialysis system; water treatment; dialyzer reprocessing; hemodialysis treatment; fluid management; nutrition; laboratory; adequacy; pharmacology; patient education, and service excellence. A summary of the training program is attached at Attachment – 24D.

d. As set forth in the letter from Arturo Sida, Assistant Corporate Secretary of DaVita Inc. and Total Renal Care Inc., attached at Attachment – 24E, Alpine Dialysis will maintain an open medical staff.

SYED M AHMED MBBS, MD

741 W. Hampton Ave., Loves Park, IL. 61111 (630) 207-8634

SAhmed@Rockfordnephrology.org

CITIZENSHIP AND LICENSURE

USA citizen

IL Medical License

BOARD CERTIFICATION

ABIM Internal Medicine and Nephrology

WORK EXPERIENCE AND EDUCATION

Aug 2016 – Present	Rockford Nephrology Associates Nephrologist	Rockford, IL
July 2014 – June 2016	Emory University PGY5 Dept of Nephrology	Atlanta, GA
July 2012 – June 2014	Loyola University Medical Center Assistant Professor of Medicine Hospital Medicine	Chicago, IL
July 2009 – June 2012	Harbor Hospital Internal Medicine Residency Program	Baltimore, MD
Jun 2008 – Jun 2009	Northwestern University Research Coordinator in an NIH sponsored Multicenter randomized clinical trial for prevention Of micro-albuminuria in type 1 diabetes	Chicago, IL
Apr 2007 – Mar 2008	Michael Reese Hospital Research Coordinator	Chicago, IL
Sep 2006 – Mar 2007	Loretto Hospital Clinical observer	Chicago, IL

Oct 2005 – Aug 2006	Wockhardt Hospital Clinical Instructor, Internal Medicine	Hyderabad, India
Jun 2003 – Jan 2005	Shadan Institute of Health Sciences Clinical Instructor, Internal Medicine	Hyderabad, India
Oct 1996 – Mar 2003	Deccan College of Medical Sciences M.B.B.S.	Hyderabad, India
Jun 1994 – Jun 1996	St. Alphonsa's Junior College Undergraduate education	Hyderabad, India

PUBLICATIONS AWARDS & ABSTRACTS

Awards

Recipient Karen L. Campbell Grant
American Society of Nephrology 2015
Resident of the Year 2010-2011

Book Chapters

Severity and Stages of Chronic Kidney Disease. Ahmed, S.M., Lowder, G. Chronic Kidney Disease (pp. 13-24). Editor: Monika Gooz (Ed), InTech Publication.

Publications and Poster Presentations

Dysregulation of Thrombotic and Hemostatic Factors in End Stage Renal Disease
Bansal, V., Hoppensteadt, D., Ahmed, S., Fareed, J. (2013). Poster presented at:
American Association of Nephrology; Atlanta, GA

Horseshoe Kidney in an 80-year-old with chronic kidney disease
Ramkumar H, Ahmed SM, Syed E, Tuazon J. Scientific World Journal. 2009,
Dec 16; 9:1346-7

Should protocol biopsies be performed in kidney transplant recipients in the era
Of modern immunosuppression?
Viresh Mohanlal, Syed Ahmed, Satish Sana, Emilio Ramos, Joseph Nogueira, David
Klassen, Matthew R Wier, Abdolreza Haririan. Abstract presented at the American
Transplant Congress meeting, 2011

Nocturnal Hypertension and Preventive of Microalbuminuria in Type 1 Diabetes
Yang V, Molitch M, Dunham D, Ahmed S, Syed E, Collazo G, Twest J, Batlle D: Abstract
Presented at the American Society of Nephrology meeting on November 6, 2008

Gall bladder and eyelid metastasis of breast carcinoma: A rare presentation
Ahmed SM, Tariq I, Nimmagadda G. ACP Maryland Chapter Mulholland-Mohler
Scientific Meeting. May 6, 2010: 28; 9

A novel method of conservative treatment of a periduodenal diverticular abscess
Qazi B, Ahmed S, Lakha A, Khan M, Chi K. Abstract presented in the annual meeting
Of American College of Gastroenterology. June 6, 2008

REFERENCES

Available upon request

TITLE: BASIC TRAINING PROGRAM OVERVIEW

Mission

DaVita's Basic Training Program for Hemodialysis provides the instructional preparation and the tools to enable teammates to deliver quality patient care. Our core values of *service excellence, integrity, team, continuous improvement, accountability, fulfillment and fun* provide the framework for the Program. Compliance with State and Federal Regulations and the inclusion of DaVita's Policies and Procedures (P&P) were instrumental in the development of the program.

Explanation of Content

Two education programs for the new nurse or patient care technician (PCT) are detailed in this section. These include the training of new DaVita teammates **without** previous dialysis experience and the training of the new teammates **with** previous dialysis experience. A program description including specific objectives and content requirements is included.

This section is designed to provide a *quick reference* to program content and to provide access to key documents and forms.

The **Table of Contents** is as follows:

- I. Program Overview (TR1-01-01)
- II. Program Description (TR1-01-02)
 - Basic Training Class ICHD Outline (TR1-01-02A)
 - Basic Training Nursing Fundamentals ICHD Class Outline (TR1-01-02B)
- III. Education Enrollment Information (TR1-01-03)
- IV. Education Standards (TR1-01-04)
- V. Verification of Competency
 - New teammate without prior experience (TR1-01-05)
 - New teammate with prior experience (TR1-01-06)
 - Medical Director Approval Form (TR1-01-07)
- VI. Evaluation of Education Program
 - Program Evaluation
 - Basic Training Classroom Evaluation (TR1-01-08A)
 - Basic Training Nursing Fundamentals ICHD Classroom Evaluation (TR1-01-08B)
 - Curriculum Evaluation
- VII. Additional Educational Forms
 - New Teammate Weekly Progress Report for the PCT (TR1-01-09)
 - New Teammate Weekly Progress Report for Nurses (TR1-01-10)
 - Training hours tracking form (TR1-01-11)
- VIII. State-specific information/forms (as applicable)

**TITLE: BASIC TRAINING FOR HEMODIALYSIS PROGRAM
DESCRIPTION**

Introduction to Program

The Basic Training Program for Hemodialysis is grounded in DaVita's Core Values. These core values include a commitment to providing *service excellence*, promoting *integrity*, practicing a *team* approach, systematically striving for *continuous improvement*, practicing *accountability*, and experiencing *fulfillment* and *fun*.

The Basic Training Program for Hemodialysis is designed to provide the new teammate with the theoretical background and clinical skills necessary to function as a competent hemodialysis patient care provider.

DaVita hires both non-experienced and experienced teammates. Newly hired teammates must meet all applicable State requirements for education, training, credentialing, competency, standards of practice, certification, and licensure in the State in which he or she is employed. For individuals with experience in the armed forces of the United States, or in the national guard or in a reserve component, DaVita will review the individual's military education and skills training, determine whether any of the military education or skills training is substantially equivalent to the Basic Training curriculum and award credit to the individual for any substantially equivalent military education or skills training.

A non-experienced teammate is defined as:

- A newly hired patient care teammate without prior dialysis experience.
- A rehired patient care teammate who left prior to completing the initial training.
- A newly hired or rehired patient care teammate with previous dialysis experience who has not provided at least 3 months of hands on dialysis care to patients within the past 12 months.

An experienced teammate is defined as:

- A newly hired or rehired teammate who can show proof of completing a dialysis training program and has provided at least 3 months of hands on dialysis care to patients within the past 12 months.

The curriculum of the Basic Training Program for Hemodialysis is modeled after Federal Law and State Boards of Nursing requirements, the American Nephrology Nurses Association Core Curriculum for Nephrology Nursing, and the Board of Nephrology Examiners Nursing and Technology guidelines. The program also incorporates the policies, procedures, and guidelines of DaVita HealthCare Partners Inc.

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"Day in the Life" is DaVita's learning portal with videos for RNs, LPN/LVNs and patient care technicians. The portal shows common tasks that are done throughout the workday and provides links to policies and procedures and other educational materials associated with these tasks thus increasing their knowledge of all aspects of dialysis. It is designed to be used in conjunction with the "Basic Training Workbook."

Program Description

The education program for the newly hired patient care provider teammate **without prior dialysis experience** is composed of at least (1) 120 hours didactic instruction and a minimum of (2) 240 hours clinical practicum, unless otherwise specified by individual state regulations.

The **didactic phase** consists of instruction including but not limited to lectures, readings, self-study materials, on-line learning activities, specifically designed hemodialysis workbooks for the teammate, demonstrations and observations. This education may be coordinated by the Clinical Services Specialist (CSS), a nurse educator, the administrator, or the preceptor.

Within the clinic setting this training includes

- Principles of dialysis
- Water treatment and dialysate preparation
- Introduction to the dialysis delivery system and its components
- Care of patients with kidney failure, including assessment, data collection and interpersonal skills
- Dialysis procedures and documentation, including initiation, monitoring, and termination of dialysis
- Vascular access care including proper cannulation techniques
- Medication preparation and administration
- Laboratory specimen collection and processing
- Possible complications of dialysis
- Infection control and safety
- Dialyzer reprocessing, if applicable

The program also introduces the new teammate to DaVita Policies and Procedures (P&P), and the Core Curriculum for Dialysis Technicians.

The **didactic phase** also includes classroom training with the CSS or nurse educator. Class builds upon the theory learned in the Workbooks and introduces the students to more advanced topics. These include:

- Acute Kidney Injury vs. Chronic Renal Failure
- Manifestations of Chronic Renal Failure
- Normal Kidney Function vs. Hemodialysis
- Documentation & Flow Sheet Review

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- Patient Self-management
- Motivational Interviewing
- Infection Control
- Data Collection and Assessment
- Water Treatment and Dialyzer Reprocessing
- Fluid Management
- Pharmacology
- Vascular Access
- Renal Nutrition
- Laboratory
- The Hemodialysis Delivery System
- Adequacy of Hemodialysis
- Complications of Hemodialysis
- Importance of P&P
- Role of the Renal Social Worker
- Conflict Resolution
- The DaVita Quality Index

Also included are workshops, role play, and instructional videos. Additional topics are included as per specific state regulations.

A final comprehensive examination score of 80% (unless state requires a higher score) must be obtained to successfully complete this portion of the didactic phase. The *DaVita Basic Training Final Exam* can be administered by the instructor in a classroom setting, or be completed online (DVU2069-EXAM). The new teammate's preceptor will proctor the online exam. DVU2069-EXAM is part of the new teammate's new hire curriculum in the LMS. If the exam is administered in class and the teammate attains a passing score, The LMS curriculum will show that training has been completed.

If a score of less than 80% is attained, the teammate will receive additional appropriate remediation and a second exam will be given. The second exam may be administered by the instructor in a classroom setting, or be completed online. For online completion, if DVU2069-EXAM has not yet been taken in the teammate's curriculum no additional enrollment into the exam is necessary. If the new teammate took DVU2069-EXAM as the initial exam, the CSS or RN Trainer responsible for teaching Basic Training Class will communicate to the teammate's FA to enroll the teammate in the LMS DaVita Basic Training Final Exam (DVU2069-EXAM) and the teammate's preceptor will proctor the exam. If the new teammate receives a score of less than 80% on the second exam, this teammate will be evaluated by the administrator, preceptor, and educator to determine if completion of formal training is appropriate. **Note:** FA teammate enrollment in DVU2069-EXAM is limited to one time.

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Origination Date: 1995
Revision Date: Aug 2014, Oct 2014, Jul 2015, Sept 2015
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TR1-01-02

Attachment – 24D

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Also included in the **didactic phase** is additional classroom training covering Health and Safety Training, systems/applications training, One For All orientation training, Compliance training, Diversity training, mandatory water classes, emergency procedures specific to facility, location of disaster supplies, and orientation to the unit.

The **didactic phase** for nurses includes three days of additional classroom training and covers the following topics:

- Nephrology Nursing, Scope of Practice, Delegation and Supervision, Practicing according to P&P
- Nephrology Nurse Leadership
- Impact – Role of the Nurse
- Care Planning including developing a POC exercise
- Achieving Adequacy with focus on assessment, intervention, available tools
- Interpreting laboratory Values and the role of the nurse
- Hepatitis B – surveillance, lab interpretation, follow up, vaccination schedules
- TB Infection Control for Nurses
- Anemia Management – ESA Hyporesponse: a StarLearning Course
- Survey Readiness
- CKD-MBD – Relationship with the Renal Dietitian
- Pharmacology for Nurses – video
- Workshop
 - Culture of Safety, Conducting a Homeroom Meeting
 - Nurse Responsibilities, Time Management
 - Communication – Meetings, SBAR (Situation, Background, Assessment, Recommendation)
 - Surfing the VillageWeb – Important sites and departments, finding information

The **clinical practicum phase** consists of supervised clinical instruction provided by the facility preceptor, and/or a registered nurse. During this phase the teammate will demonstrate a progression of skills required to perform the hemodialysis procedures in a safe and effective manner. A *Procedural Skills Verification Checklist* will be completed to the satisfaction of the preceptor, and a registered nurse overseeing the training. The Basic Training workbook for Hemodialysis will also be utilized for this training and must be completed to the satisfaction of the preceptor and the registered nurse.

Those teammates who will be responsible for the Water Treatment System within the facility are required to complete the Mandatory Educational Water courses and the corresponding skills checklists.

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Both the didactic phase and/or the clinical practicum phase will be successfully completed, along with completed and signed skills checklists, prior to the new teammate receiving an independent assignment. The new teammate is expected to attend all training sessions and complete all assignments and workbooks.

The education program for the newly hired patient care provider teammate **with previous dialysis experience** is individually tailored based on the identified learning needs. The initial orientation to the *Health Prevention and Safety Training* will be successfully completed prior to the new teammate working/receiving training in the clinical area. The new teammate will utilize the Basic Training Workbook for Hemodialysis and progress at his/her own pace. This workbook should be completed within a timely manner as to also demonstrate acceptable skill-level. The *Procedural Skills Verification Checklist* including verification of review of applicable P&P will be completed by the preceptor, and the registered nurse in charge of the training upon demonstration of an acceptable skill-level by the new teammate, and then signed by the new teammate, the RN trainer and the facility administrator.

Ideally teammates will attend Basic Training Class, however, teammates with experience may opt-out of class by successful passing of the *DaVita Basic Training Final Exam* with a score of 80% or higher. The new experienced teammate should complete all segments of the workbook including the recommended resources to prepare for taking the *DaVita Basic Training Final Exam* as questions not only assess common knowledge related to the hemodialysis treatment but also knowledge related to specific DaVita P&P, treatment outcome goals based on clinical initiatives and patient involvement in their care. The new teammate with experience will be auto-enrolled in the *DaVita Basic Training Final Exam* (DVU2069-EXAM) in the LMS as part of their new hire curriculum. The new teammate's preceptor will proctor the exam.

If the new teammate with experience receives a score of less than 80% on the *DaVita Basic Training Final Exam*, this teammate will be required to attend Basic Training Class. The *DaVita Basic Training Final Exam* can be administered by the instructor in a classroom setting, or be completed online. If it is completed online, the CSS or RN Trainer responsible for teaching Basic Training Class will communicate to the teammate's FA to enroll the teammate in the LMS *DaVita Basic Training Final Exam* (DVU2069-EXAM) and the teammate's preceptor will proctor the exam. If the new teammate receives a score of less than 80% on the *DaVita Basic Training Final Exam* after class, this teammate will be evaluated by the administrator, preceptor, and educator to determine if completion of formal training is appropriate. **Note:** FA teammate enrollment in DVU2069-EXAM is limited to one time.

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Prior to the new teammate receiving an independent patient-care assignment, the skills checklist must be completed and signed along with a passing score from the classroom exam or the *Initial Competency Exam*. Completion of the skills checklist is indicated by the new teammate in the LMS (RN: SKLINV1000, PCT: SKLINV2000) and then verified by the FA.

Following completion of the training, a *Verification of Competency* form will be completed (see forms TR1-01-05, TR1-01-06). In addition to the above, further training and/or certification will be incorporated as applicable by state law.

The goal of the program is for the trainee to successfully meet all training requirements. Failure to meet this goal is cause for dismissal from the training program and subsequent termination by the facility.

Process of Program Evaluation

The Hemodialysis Education Program utilizes various evaluation tools to verify program effectiveness and completeness. Key evaluation tools include the DaVita Basic Training Class Evaluation (TR1-01-08A) and Basic Training Nursing Fundamentals (TR1-0108B), the New Teammate Satisfaction Survey and random surveys of facility administrators to determine satisfaction of the training program. To assure continuous improvement within the education program, evaluation data is reviewed for trends, and program content is enhanced when applicable to meet specific needs.

Section VII, Service Specific Review Criteria
In-Center Hemodialysis
Criterion 1110.1430(f), Support Services

Attached at Attachment – 24E is a letter from Arturo Sida, Assistant Corporate Secretary of DaVita Inc. and Total Renal Care Inc. attesting that the proposed facility will participate in a dialysis data system, will make support services available to patients, and will provide training for self-care dialysis, self-care instruction, home and home-assisted dialysis, and home training.



Kathryn Olson
Chair
Illinois Health Facilities and Services Review Board
525 West Jefferson Street, 2nd Floor
Springfield, Illinois 62761

Re: Certification of Support Services

Dear Chair Olson:

I hereby certify under penalty of perjury as provided in § 1-109 of the Illinois Code of Civil Procedure, 735 ILCS 5/1-109 and pursuant to 77 Ill. Admin. Code § 1110.1430(g) that Alpine Dialysis will maintain an open medical staff.

I also certify the following with regard to needed support services:

DaVita utilizes an electronic dialysis data system;

Alpine Dialysis will have available all needed support services required by CMS which may consist of clinical laboratory services, blood bank, nutrition, rehabilitation, psychiatric services, and social services; and

Patients, either directly or through other area DaVita facilities, will have access to training for self-care dialysis, self-care instruction, and home hemodialysis and peritoneal dialysis.

Sincerely

Print Name: Arturo Sida

Its: Assistant Corporate Secretary, DaVita Inc.
Secretary, Total Renal Care, Inc.

Subscribed and sworn to me

This ___ day of See Attached, 2017

Notary Public

Attachment – 24E

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of Los Angeles

On May 22, 2017 before me, Kimberly Ann K. Burgo, Notary Public,
(here insert name and title of the officer)

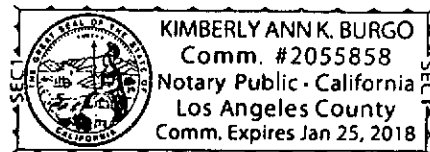
personally appeared *** Arturo Sida ***

who proved to me on the basis of satisfactory evidence to be the person~~(s)~~ whose name~~(s)~~ is~~are~~ subscribed to the within instrument and acknowledged to me that he~~/she/they~~ executed the same in his~~/her/their~~ authorized capacity~~(ies)~~, and that by his~~/her/their~~ signature~~(s)~~ on the instrument the person~~(s)~~, or the entity upon behalf of which the person~~(s)~~ acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Kimberly Ann K. Burgo



OPTIONAL INFORMATION

Law does not require the information below. This information could be of great value to any person(s) relying on this document and could prevent fraudulent and/or the reattachment of this document to an unauthorized document(s)

DESCRIPTION OF ATTACHED DOCUMENT

Title or Type of Document: Ltr. to K. Olson re Certification of Support Services (Alpine Dialysis / Total Renal Care, Inc.)

Document Date: May 22, 2017 Number of Pages: 1 (one)

Signer(s) if Different Than Above: _____

Other Information: _____

CAPACITY(IES) CLAIMED BY SIGNER(S)

Signer's Name(s):

☐ Individual

☒ Corporate Officer Assistant Secretary / Secretary

(Title(s))

☐ Partner

☐ Attorney-in-Fact

☐ Trustee

☐ Guardian/Conservator

☐ Other: _____

SIGNER IS REPRESENTING: Name of Person or Entity DaVita Inc. / Alpine Dialysis / Total Renal Care, Inc.

Attachment - 24E

Section VII, Service Specific Review Criteria

In-Center Hemodialysis

Criterion 1110.1430(g), Minimum Number of Stations

The proposed dialysis facility will be located in the Rockford metropolitan statistical area ("MSA"). A dialysis facility located within an MSA must have a minimum of eight dialysis stations. The Applicants propose to establish an 8-station dialysis facility. Accordingly, this criterion is met.

Section VII, Service Specific Review Criteria
In-Center Hemodialysis
Criterion 1110.1430(h), Continuity of Care

DaVita Inc. has an agreement with SwedishAmerican Hospital to provide inpatient care and other hospital services. Attached at Attachment – 24F is a copy of the service agreement with this area hospital.

FOR COMPANY USE ONLY:
Clinic #: XXXXX

PATIENT TRANSFER AGREEMENT

This **PATIENT TRANSFER AGREEMENT** (the "Agreement") is made as of the last date of signature hereto (the "Effective Date"), by and between **SwedishAmerican Hospital** (hereinafter "Hospital") and **Total Renal Care, Inc.**, a California corporation and subsidiary of **DaVita Inc.** ("Company").

RECITALS

WHEREAS, the parties hereto desire to enter into this Agreement governing the transfer of patients between Hospital and the following free-standing dialysis clinic owned and operated by Company:

*Alpine Dialysis
3157 South Alpine Road
Rockford, IL 61109*

WHEREAS, the parties hereto desire to enter into this Agreement in order to specify the rights and duties of each of the parties and to specify the procedure for ensuring the timely transfer of patients between the facilities;

WHEREAS, the parties wish to facilitate the continuity of care and the timely transfer of patients and records between the facilities; and

WHEREAS, only a patient's attending physician (not Company or the Hospital) can refer such patient to Company for dialysis treatments.

NOW THEREFORE, in consideration of the premises herein contained and for other good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **HOSPITAL OBLIGATIONS.** In accordance with the policies and procedures as hereinafter provided, and upon the recommendation of an attending physician, a patient of Company may be transferred to Hospital.

(a) Hospital agrees to exercise its best efforts to provide for prompt admission of patients provided that all usual, reasonable conditions of admission are met. All transfers between the facilities shall be made in accordance with applicable federal and state laws and regulations, the standards of The Joint Commission ("TJC") and any other applicable accrediting bodies, and reasonable policies and procedures of the facilities. Transfer record forms shall be completed in detail and signed by the physician or nurse in charge at Company and must accompany the patient to the receiving institution.

(b) Neither the decision to transfer a patient nor the decision to not accept a request to transfer a patient shall be predicated upon arbitrary, capricious or unreasonable discrimination or based upon the patient's inability to pay for services rendered by either facility.

2. COMPANY OBLIGATIONS.

(a) Transfers shall be based on (i) the recommendation of the patient's attending physician who has assessed the patient and determined that it is medically appropriate to transfer the patient to the receiving facility; (ii) the acceptance of the transfer by the receiving facility, who concurs that transfer is medically appropriate, that appropriate facilities and staff are available to treat or provide the necessary services to the patient, and that any other criteria reasonably established by the receiving facility have been or will be satisfied; and (iii) patient consent to the transfer.

(b) In emergent situations, the transferring facility shall arrange appropriate transportation for the patient to the receiving facility.

(c) Upon transfer of a patient to Hospital, Company agrees:

i. That it shall transfer any needed personal effects of the patient, and information relating to the same, and shall be responsible therefore until signed for by a representative of Hospital;

ii. Original medical records kept by each of the parties shall remain the property of that institution; and

iii. That transfer procedures shall be made known to the patient care personnel of each of the parties.

(d) The transferring facility shall provide the receiving facility with all medical records and documentation as reasonably required, including any records required pursuant to the Emergency Medical Treatment and Active Labor Act, 42 U.S.C. 1395 dd ("EMTALA") and the rules and regulations related thereto. When a medical emergency does not allow time for all such copies to accompany the patient, the transferring facility shall provide to the receiving facility an abstract of pertinent medical and other records necessary to continue the patient's treatment without interruption and to identify the patient. This abstract must either accompany the patient or be promptly transmitted electronically to arrive before the patient, and shall include to the degree practicable:

- i. current medical findings and status of the patient's medical condition;
- ii. observations of signs and symptoms
- iii. preliminary diagnosis;
- iv. rehabilitation potential;
- v. discharge summary;

- vi. a brief summary of the course of treatment followed at the transferring facility;
- vii. results of any tests;
- viii. nursing and dietary information;
- ix. ambulating status; and
- x. administrative and pertinent social information, including family or responsible party contacts, advance medical directives, and insurance or other payer status (emergency care or transfers should not be delayed to collect this information).

(e) When medically appropriate as determined by the patient's attending physician, the patient may be returned by the receiving party to the transferring facility. Company agrees to readmit to its facilities patients who have been transferred to Hospital for medical care as clinic capacity allows. Hospital agrees to keep the administrator or designee of Company advised of the condition of the patients that will affect the anticipated date of transfer back to Company and to provide as much notice of the transfer date as possible. Company shall assign readmission priority for its patients who have been treated at Hospital and who are ready to transfer back to Company. Any return of a patient shall be subject to the terms of this Agreement, with the returning facility being considered to be the transferring facility.

3. BILLING, PAYMENT, AND FEES. Hospital shall be solely responsible for any billing or collection of payments for the provision of the services provided at or by Hospital. Company shall be solely responsible for any billing or collection of payments for the provision of services provided at or by Company. Charges for services provided by Hospital shall be billed to patients, or their third-party payers, and received from such patients, or third-party payers, directly by Hospital or through billing entities contracted by Hospital. Charges for services provided by Company shall be billed to patients, or their third-party payers, and received from such patients, or third-party payers, directly by Company or through billing entities contracted by Company. Company shall not act as guarantor for any charges incurred while the patient is a patient in Hospital.

4. HIPAA. Hospital and Company agree to comply with the provisions of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"). Hospital and Company acknowledge and agree that from time to time, HIPAA may require modification to this Agreement for compliance purposes. Hospital and Company further acknowledge and agree to comply with requests by the other party hereto related to HIPAA. The parties agree to prepare, preserve, disclose, and maintain the confidentiality and security of all such records and information in accordance with the accepted standards of medical practice, the parties' policies, the requirements of this Agreement, and all applicable laws and regulations concerning the confidentiality and disclosure of medical records, medical records information, and individually identifiable health information, including, but not limited to, HIPAA. This provision as to records and documents shall survive the termination of the Agreement under any and all circumstances.

5. **STATUS AS INDEPENDENT CONTRACTORS.** The parties acknowledge and agree that their relationship is solely that of independent contractors. Governing bodies of Hospital and Company shall have exclusive control of the policies, management, assets, and affairs of their respective facilities. Nothing in this Agreement shall be construed as limiting the right of either to affiliate or contract with any other Hospital or facility on either a limited or general basis while this Agreement is in effect. Neither party shall use the name of the other in any promotional or advertising material unless review and approval of the intended use shall be obtained from the party whose name is to be used and its legal counsel.

6. **INSURANCE.** Each party shall secure and maintain, or cause to be secured and maintained during the term of this Agreement, commercial general liability, property damage, and workers compensation insurance in amounts generally acceptable in the industry, and professional liability insurance providing minimum limits of liability of \$1,000,000 per occurrence and \$3,000,000 in annual aggregate. Each party shall deliver to the other party certificate(s) of insurance evidencing such insurance coverage upon execution of this Agreement, and annually thereafter upon the request of the other party. Each party shall provide the other party with not less than thirty (30) days prior written notice of any change in or cancellation of any of such insurance policies. Said insurance shall survive the termination of this Agreement.

7. **INDEMNIFICATION.**

(a) **Hospital Indemnity.** Hospital hereby agrees to defend, indemnify and hold harmless Company and its shareholders, affiliates, officers, directors, employees, and agents for, from and against any claim, loss, liability, cost and expense (including, without limitation, costs of investigation and reasonable attorney's fees), directly or indirectly relating to, resulting from or arising out of any action or failure to act arising out of this Agreement by Hospital and its staff regardless of whether or not it is caused in part by Company or its officers, directors, agents, representatives, employees, successors and assigns. This indemnification provision shall not be effective as to any loss attributable exclusively to the negligence or willful act or omission of Company.

(b) **Company Indemnity.** Company hereby agrees to defend, indemnify and hold harmless Hospital and its shareholders, affiliates, officers, directors, employees, and agents for, from and against any claim, loss, liability, cost and expense (including, without limitation, costs of investigation and reasonable attorney's fees), directly or indirectly relating to, resulting from or arising out of any action or failure to act arising out of this Agreement by Company and its staff regardless of whether or not it is caused in part by or its officers, directors, agents, representatives, employees, successors and assigns. This indemnification provision shall not be effective as to any loss attributable exclusively to the negligence or willful act or omission of Hospital.

(c) **Survival.** The indemnification obligations of the parties shall continue in full force and effect notwithstanding the expiration or termination of this Agreement with respect to any such expenses, costs, damages, claims and liabilities which arise out of or are attributable to the performance of this Agreement prior to its expiration or termination.

8. **DISPUTE RESOLUTION.** Any dispute which may arise under this Agreement shall first be discussed directly with representatives of the departments of the parties that are directly involved. If the dispute cannot be resolved at this level, it shall be referred to administrative representatives of the parties for discussion and resolution.

(a) **Informal Resolution.** Should any dispute between the parties arise under this Agreement, written notice of such dispute shall be delivered from one party to the other party and thereafter, the parties, through appropriate representatives, shall first meet and attempt to resolve the dispute in face-to-face negotiations. This meeting shall occur within thirty (30) days of the date on which the written notice of such dispute is received by the other party.

(b) **Resolution Through Mediation.** If no resolution is reached through informal resolution, pursuant to Section 8(a) above, the parties shall, within forty-five (45) days of the first meeting referred to in Section 8(a) above, attempt to settle the dispute by formal mediation. If the parties cannot otherwise agree upon a mediator and the place of the mediation within such forty-five (45) day period, the American Arbitration Association ("AAA") in the State of Illinois shall administer the mediation. Such mediation shall occur no later than ninety (90) days after the dispute arises. All findings of fact and results of such mediation shall be in written form, prepared by such mediator and provided to each party to such mediation. In the event that the parties are unable to resolve the dispute through formal mediation pursuant to this Section 8(b), the parties shall be entitled to seek any and all available legal remedies.

9. **TERM AND TERMINATION.**

(a) This Agreement shall be effective for an initial period of one (1) year from the Effective Date and shall automatically renew for successive one (1) year terms after such initial term, except that either party may terminate by giving at least sixty (60) days notice in writing to the other party of its intention to terminate this Agreement. If this Agreement is terminated for any reason within one (1) year of the Effective Date of this Agreement, then the parties hereto shall not enter into a similar agreement with each other for the services covered hereunder before the first anniversary of the Effective Date. Termination shall be effective at the expiration of the sixty (60) day notice period. However, if either party shall have its license to operate its facility revoked by the State or become ineligible as a provider of service under Medicare or Medicaid laws, this Agreement shall automatically terminate on the date such revocation or ineligibility becomes effective.

(b) If at any time either party reasonably believes in good faith based upon the written advice of reputable health care counsel that this Agreement or the performance by that party of any of its obligations under this Agreement violates any material law or regulation, state or federal, presents a substantial risk of the loss or restriction of that party's license, tax exemption, accreditation, or right to participate in Medicare, Medicaid, or any other governmental program, or presents a substantial risk of causing debt issued by that party that was tax-exempt when originally issued to become subject to federal or state income tax, then that party may, upon written notice, require the other party to enter into good faith negotiations to renegotiate the terms of this Agreement, in a manner that attempts to retain as much as possible of the economic arrangements originally contemplated by the parties without violating any applicable legal, tax,

or reimbursement requirements. If the parties are unable to reach an agreement concerning the modification of this Agreement within thirty (30) days after the date of the notice seeking renegotiation (or sooner if required by law), then either party may immediately terminate this Agreement by written notice to the other party.

10. **AMENDMENT.** This Agreement may be modified or amended from time to time by mutual written agreement of the parties, signed by authorized representatives thereof, and any such modification or amendment shall be attached to and become part of this Agreement. No oral agreement or modification shall be binding unless reduced to writing and signed by both parties.

11. **ENFORCEABILITY/SEVERABILITY.** The provisions of this Agreement are severable. The invalidity or unenforceability of any term or provisions hereto in any jurisdiction shall in no way affect the validity or enforceability of any other terms or provisions in that jurisdiction, or of this entire Agreement in any other jurisdiction.

12. **NO REQUIRED REFERRALS; COMPLIANCE RELATED MATTERS.** The parties agree and certify that this Agreement is not intended to generate referrals for services or supplies for which payment may be made in whole or in part under any federal health care program. The parties will comply with statutes, rules, and regulations as promulgated by federal and state regulatory agencies or legislative authorities having jurisdiction over the parties. Hospital and Company expressly acknowledge that the services and responsibilities to be provided pursuant to this Agreement have been, and any changes therein will be, the result of arms' length negotiations between the parties, have not been determined in a manner that takes into account the volume or value of referrals or business otherwise generated between the parties (or any individuals or entities related to the parties). Neither party to this Agreement, nor any of their respective corporate affiliates, employees, or agents shall be required to make any referrals to the other.

13. **EXCLUDED PROVIDER.** Each party represents that neither that party nor any entity owning or controlling that party has ever been excluded from any federal health care program including the Medicare/Medicaid program or from any state health care program. Each party further represents that it is eligible for Medicare/Medicaid participation. Each party agrees to disclose immediately any material federal, state, or local sanctions of any kind, imposed subsequent to the date of this Agreement, or any investigation which commences subsequent to the date of this Agreement, that would materially adversely impact Company's ability to perform its obligations hereunder.

14. **NOTICES.** All notices, requests, and other communications to any party hereto shall be in writing and shall be addressed to the receiving party's address set forth below or to any other address as a party may designate by notice hereunder, and shall either be (a) delivered by hand, (b) sent by recognized overnight courier, or (c) by certified mail, return receipt requested, postage prepaid.

If to Hospital: SwedishAmerican Hospital
1401 East State Street
Rockford, IL 61104
Attention: President & CEO

If to Company: Total Renal Care, Inc.
c/o: DaVita Inc.
2000 16th Street
Denver, CO 80202
Attention: Group General Counsel

With copies to: Alpine Dialysis
c/o: DaVita Inc.
1401 East State Street
Rockford, IL 61104
Attention: Facility Administrator

DaVita Inc.
2000 16th Street
Denver, Colorado 80202
Attention: General Counsel

All notices, requests, and other communication hereunder shall be deemed effective (a) if by hand, at the time of the delivery thereof to the receiving party at the address of such party set forth above, (b) if sent by overnight courier, on the next business day following the day such notice is delivered to the courier service, or (c) if sent by certified mail, five (5) business days following the day such mailing is made.

15. **ASSIGNMENT.** This Agreement shall not be assigned in whole or in part by either party hereto without the express written consent of the other party, except that Company may assign this Agreement to one of its affiliates or subsidiaries without the consent of Hospital.

16. **COUNTERPARTS.** This Agreement may be executed simultaneously in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Copies of signatures sent by facsimile shall be deemed to be originals.

17. **NON-DISCRIMINATION.** All services provided by Hospital hereunder shall be in compliance with all federal and state laws prohibiting discrimination on the basis of race, color religion, sex national origin, handicap, or veteran status.

18. **WAIVER.** The failure of any party to insist in any one or more instances upon performance of any terms or conditions of this Agreement shall not be construed as a waiver of future performance of any such term, covenant, or condition, and the obligations of such party with respect thereto shall continue in full force and effect.

19. **GOVERNING LAW.** The laws of the State of Illinois shall govern this Agreement.
20. **HEADINGS.** The headings appearing in this Agreement are for convenience and reference only, and are not intended to, and shall not, define or limit the scope of the provisions to which they relate.
21. **ENTIRE AGREEMENT.** This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes any and all other agreements, either oral or written, between the parties (including, without limitation, any prior agreement between Hnsipal and Company or any of its subsidiaries or affiliates) with respect to the subject matter hereof.
22. **APPROVAL BY DAVITA INC. ("DAVITA") AS TO FORM.** The parties acknowledge and agree that this Agreement shall take effect and be legally binding upon the parties only upon full execution hereof by the parties and upon approval by DaVita Inc. as to the form hereof.
23. **NON-EXCLUSIVITY.** Nothing in this Agreement shall be construed as limiting the right of either party to affiliate or contract with any other entity or individual.
24. **COOPERATION.** The Parties agree to devote their best efforts to promoting cooperation and effective communication between the Parties in the performance of services hereunder, to foster the prompt and effective evaluation, treatment and continuing care of recipients of these services. The Parties shall each designate a representative who shall meet as often as necessary to discuss quality improvement measures related to patient stabilization and/or treatment prior to and subsequent to transfer and patient outcome. The Parties agree to reasonably cooperate with each other to oversee performance improvement and patient safety applicable to the activities under this Agreement to the extent permissible under applicable laws. All information obtained and any materials prepared pursuant to this section and used in the course of internal quality control or for the purpose of reducing morbidity and mortality, or for improving patient care, shall be privileged and strictly confidential for use in the evaluation and improvement of patient care according to applicable state laws, as may be amended from time to time.

[SIGNATURES APPEAR ON THE FOLLOWING PAGE.]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

Hospital:

Swedish American Hospital

By: 

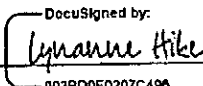
Name: MICHAEL J. BORN MD

Its: PRESIDENT & CEO

Date: 8-17-17

Company:

Total Renal Care, Inc.

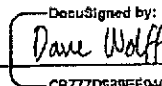
By: 
003BDD8ED207C496...

Name: Lynanne Hike

Its: Regional Operation Director

Date: August 17, 2017

APPROVED AS TO FORM ONLY:

By: 
CB777D589EF9402...

Name: David G. Wolff

Its: Group General Counsel

Section VII, Service Specific Review Criteria
In-Center Hemodialysis
Criterion 1110.1430(i), Relocation of Facilities

The Applicants propose the establishment of an 8-station dialysis facility. Thus, this criterion is not applicable.

Section VII, Service Specific Review Criteria
In-Center Hemodialysis
Criterion 1110.1430(j), Assurances

Attached at Attachment – 24G is a letter from Arturo Sida, Assistant Corporate Secretary, DaVita Inc. certifying that the proposed facility will achieve target utilization by the second year of operation.



Kathryn Olson
Chair
Illinois Health Facilities and Services Review Board
525 West Jefferson Street, 2nd Floor
Springfield, Illinois 62761

Re: In-Center Hemodialysis Assurances

Dear Chair Olson:

Pursuant to 77 Ill. Admin. Code § 1110.1430(k), I hereby certify the following:

By the second year after project completion, Alpine Dialysis expects to achieve and maintain 80% target utilization; and

Alpine Dialysis also expects hemodialysis outcome measures will be achieved and maintained at the following minimums:

- ≥ 85% of hemodialysis patient population achieves urea reduction ratio (URR) ≥ 65%
and
- ≥ 85% of hemodialysis patient population achieves Kt/V Daugirdas II .1.2

Sincerely,

Print Name: Arturo Sida
Its: Assistant Corporate Secretary, DaVita Inc.
Secretary, Total Renal Care, Inc.

Subscribed and sworn to me
This ___ day of ___, 2017

Notary Public

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of Los Angeles

On May 22, 2017 before me, Kimberly Ann K. Burgo, Notary Public,
(here insert name and title of the officer)

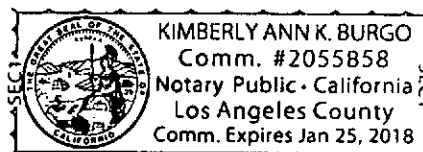
personally appeared *** Arturo Sida ***

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Kimberly Ann K. Burgo
Signature



OPTIONAL INFORMATION

Law does not require the information below. This information could be of great value to any person(s) relying on this document and could prevent fraudulent and/or the reattachment of this document to an unauthorized document(s)

DESCRIPTION OF ATTACHED DOCUMENT

Title or Type of Document: Ltr. to K. Olson re In-Center Hemodialysis Assurances (Alpine Dialysis / Total Renal Care, Inc)

Document Date: May 22, 2017 Number of Pages: 1 (one)

Signer(s) if Different Than Above: _____

Other Information: _____

CAPACITY(IES) CLAIMED BY SIGNER(S)

Signer's Name(s):

☐ Individual

☒ Corporate Officer
Assistant Secretary / Secretary

(Title(s))

☐ Partner

☐ Attorney-in-Fact

☐ Trustee

☐ Guardian/Conservator

☐ Other: _____

SIGNER IS REPRESENTING: Name of Person or Entity DaVita Inc. / Alpine Dialysis / Total Renal Care, Inc.

Attachment - 24G

Section VIII, Financial Feasibility
Criterion 1120.120 Availability of Funds

The project will be funded entirely with cash and cash equivalents, and a lease with Dyn Commercial Holdings, LLC. A copy of DaVita's 2016 10-K Statement evidencing sufficient internal resources to fund the project was previously submitted on March 27, 2017. A letter of intent to lease the facility is attached at Attachment – 34.

April 11, 2017

Bharat V Puri, SIOR
First Midwest Group, Inc.
6801 Spring Creek Road
Rockford, IL 61107

RE: LOI for a to be constructed building at 3157 S Alpine Rd, Rockford, IL 61109

Dear Bharat:

Cushman & Wakefield ("C&W") has been authorized by Total Renal Care, Inc. a subsidiary of DaVita, Inc. to assist in securing a lease requirement. DaVita, Inc. is a Fortune 200 company with revenues of approximately \$13 billion. They operate 2,278 outpatient dialysis centers across the US and 124 in 10 countries outside the US.

Below is the proposal outlining the terms and conditions wherein the Tenant is willing to lease the subject premises:

<u>PREMISES:</u>	To be constructed single tenant building at 3157 S Alpine Rd, Rockford, IL 61109
<u>TENANT:</u>	Total Renal Care, Inc., or related entity to be named
<u>LANDLORD:</u>	Dyn Rockford, L.L.C., or a related entity to be named
<u>SPACE REQUIREMENTS:</u>	Requirement is for approximately 6,050 SF of contiguous rentable square feet. Tenant shall have the right to measure space based on ANSI/BOMA Z65.1-1996.
<u>PRIMARY TERM:</u>	10 years
<u>BASE RENT:</u>	\$22.50 psf NNN with ten percent (10%) increases every 5 years during the term and any options.
<u>ADDITIONAL EXPENSES:</u>	Landlord estimates that the CAMIT expenses during the first year of the term will be \$5.00 psf. Tenant's Prorata Share: 100% Tenant shall be responsible for its directly metered utility expenses.
<u>LANDLORD'S MAINTENANCE:</u>	Landlord, at its sole cost and expense, shall be responsible for the structural and capitalized items (per GAAP standards) for the Property, which costs shall be amortized over their useful life and the annual amortized amount will be included in the operating expenses.
<u>POSSESSION AND RENT COMMENCEMENT:</u>	Landlord shall deliver Possession of the building certified pad (as indicated in Exhibit B) to the Tenant within 90 days from the later of lease execution or waiver of Tenant's CON contingency. Landlord shall have 90 days following Tenant's commencement of construction of the interior buildout to complete the Landlord's exterior Site Development Improvements. Rent Commencement shall be the earlier of the following two events (a) Tenant opening for business or (b) nine (9) months from delivery of Possession by Landlord and Tenant obtaining building permits for its intended improvements. Landlord's delivery obligations hereunder shall be subject to force majeure.

Attachment – 34

LEASE FORM:

Tenant's standard lease form as starting point for negotiations.

USE:

The operation of an outpatient renal dialysis clinic, renal dialysis home training, aphaeresis services and similar blood separation and cell collection procedures, general medical offices, clinical laboratory, including all incidental, related and necessary elements and functions of other recognized dialysis disciplines which may be necessary or desirable to render a complete program of treatment to patients of Tenant and related office and administrative uses or for any other lawful purpose.

Use is permitted within the premises zoning and there are not any OEA's or other documents that may impact tenancy.

PARKING:

- a) Landlord will provide a parking allocation of four stalls per 1,000 sf or higher if required by code
- b) Handicapped stalls located near the front door to the Premises
- c) A patient drop off area, preferably covered

LANDLORD WORK:

Any on and off-site improvements (parking lot, landscaping, lighting, sewer, utilities, street, curb, gutter, paving, irrigation, common area lighting, certified pad, etc) as required by the municipality to issue permits for the performance of Landlord's Work or Tenant Work will be incorporated into Landlord's Work as indicated in Exhibit B. Landlord, at its sole cost, will prepare plans, specifications and working drawings for Landlord's Work ("Landlord's Plans") and the same will be subject to Tenant's approval. Landlord will perform Landlord's Work in a good and workmanlike manner in conformity with Landlord's Plans, as approved by Tenant. Landlord will promptly repair all latent or patent defects in Landlord's Work, at Landlord's sole cost and expense.

Landlord will be solely responsible for and will pay all impact fees, charges, costs, assessments, and exactions charged, imposed or assessed in connection with the development and construction of the Building or Premises, but not including building permit fees for construction of the Building.

Landlord will diligently pursue and make all reasonable efforts to remove the existing billboard on the Premises.

TENANT IMPROVEMENTS:

Landlord will pay to Tenant an allowance ("Tenant Allowance") for costs incurred by Tenant in connection with the construction of the Building. The Tenant Allowance will be an amount equal to \$155.00 per square foot of the Building Floor Area, payable in monthly draws on the first day of each month during the performance of Tenant's Improvements. With each draw request, Tenant's General Contractor shall include sworn statements and lien waivers from each contractor and subcontractor for which payments are being made. At the time of Lease execution, Landlord and Tenant will enter into an escrow agreement or tri-party agreement providing for the payment of the Tenant Allowance (the "Security Agreement"). If Landlord does not fund the escrow or fails to make any payment of the Tenant Allowance on a timely basis, Tenant will have the right to terminate the Lease, stop construction of Tenant's Improvements and/or offset any unpaid amounts against Rent. The Security Agreement will authorize payment of damages or any applicable portion of Tenant's Costs from the account established for Tenant Allowance. Tenant's plans will be subject to Landlord's approval. Post letter of credit. Pay against sworn statements/lien waivers

Building design shall be a mixture of brick, EIFS and glass. The colors shall be subject to LL's approval.

Tenant will have the right to convert any overage in Tenant Allowance to be used towards Tenant Improvements.

OPTION TO RENEW:

Tenant desires three, five-year options to renew the lease. Option rent shall be increased by 10% after Year 10 of the initial term and following each successive five-year option periods.

FAILURE TO DELIVER PREMISES:

If Landlord has not delivered the premises to Tenant with all Landlord Work substantially completed within 120 days from the date on which Tenant commences construction of the Building, Tenant may elect to a) terminate the lease by written notice to Landlord or b) elect to receive two days of rent abatement for every day of delay beyond the 120 day delivery period. Landlord's delivery obligations hereunder shall be subject to force majeure.

HOLDING OVER:

Tenant shall be obligated to pay 115% of the then current rate for the first ninety days and 125% of the then current rate for any holdover beyond ninety days

TENANT SIGNAGE:

Tenant shall have the right to install building, monument and pylon signage at the Premises, subject to compliance with all applicable laws and regulations.

BUILDING HOURS:

As a single Tenant building, Tenant will have access 24 hours a day, seven days a week and will have direct control of HVAC and other utilities.

SUBLEASE/ASSIGNMENT:

Tenant will have the right at any time to sublease or assign its interest in this Lease to any majority owned subsidiaries or related entities of DaVita, Inc. without the consent of the Landlord, or to unrelated entities with Landlord reasonable approval.

ROOF RIGHTS:

Tenant shall have the right to place a satellite dish on the roof at no additional fee.

GOVERNMENTAL COMPLIANCE:

Landlord shall represent and warrant to Tenant that Landlord, at Landlord's sole expense, will cause the Premises, common areas, the building and parking facilities to be in full compliance with any governmental laws, ordinances, regulations or orders relating to, but not limited to, compliance with the Americans with Disabilities Act (ADA), and environmental conditions relating to the existence of asbestos and/or other hazardous materials, or soil and ground water conditions, and shall indemnify and hold Tenant harmless from any claims, liabilities and cost arising from environmental conditions not caused by Tenant(s). Notwithstanding the foregoing, if any governmental law, ordinance or regulation goes into effect as a result of Tenant's change in use of the Premises, Tenant shall be responsible for the costs of bring the Premises into compliance with such.

CERTIFICATE OF NEED:

Tenant CON Obligation: Landlord and Tenant understand and agree that the establishment of any chronic outpatient dialysis facility in the State of Illinois is subject to the requirements of the Illinois Health Facilities Planning Act, 20 ILCS 3960/1 et seq. and, thus, the Tenant cannot establish a dialysis facility on the Premises or execute a binding real estate lease in connection therewith unless Tenant obtains a Certificate of Need (CON) permit from the Illinois Health Facilities and Services Review Board (HFSRB). Based on the length of the HFSRB review process, Tenant does not expect to receive a CON permit prior to seven (7) months from the latter of an executed LOI or subsequent filing date. In light of the foregoing facts, the parties agree that they shall promptly proceed with due diligence to negotiate the terms of a definitive lease agreement and execute such agreement prior to approval of the CON permit provided, however, the lease shall not be binding on either party prior to approval of the CON permit and the lease agreement shall contain a contingency clause indicating that the lease agreement is not effective prior to CON permit approval. Assuming CON approval is granted, the effective date of the lease agreement shall be the first day of the calendar month following CON permit approval. In the event that the HFSRB does not award Tenant a CON permit to establish a dialysis center on the Premises within seven (7) months from the latter of an executed LOI or subsequent filing date neither party shall have any further obligation to the other party with regard to the negotiations, lease, or Premises contemplated by this Letter of Intent.

BROKERAGE FEE:

Landlord recognizes C&W as the Tenant's local representative and shall pay a brokerage fee equal to seventy-five cents (\$0.75) per square foot per lease term year, 50% shall be due upon lease signatures and 50% shall be due upon rent commencement. The Tenant shall retain the right to offset rent for failure to pay the brokerage fee.

CONTINGENCIES:

This proposal is subject to the Landlord securing and closing on the subject parcel.

In the event the Landlord is not successful in obtaining all necessary approvals including, but not limited to, zoning and use, the either party shall have the right, but not the obligation to terminate the lease.

PLANS:

Please provide copies of site and construction plans or drawings.

It should be understood that this proposal is subject to the terms of Exhibit A attached hereto. Please complete and return the Potential Referral Source Questionnaire in Exhibit C. The information in this proposal is confidential and may be legally privileged. It is intended solely for the addressee. Access to this information by anyone but addressee is unauthorized. Thank you for your time and consideration to partner with DaVita.

Sincerely,
Matthew J. Gramlich

CC: DaVita Regional Operational Leadership

SIGNATURE PAGE

LETTER OF INTENT:

3157 S Alpine Rd, Rockford, IL 61109

AGREED TO AND ACCEPTED THIS 11 DAY OF APRIL 2017

By: Mary Anderson

On behalf of Total Renal Care, Inc., a subsidiary of DaVita, Inc.
("Tenant")

AGREED TO AND ACCEPTED THIS 18th DAY OF APRIL 2017

By: [Signature]

Dyn Rockford, LLC.

("Landlord")

EXHIBIT A

NON-BINDING NOTICE

NOTICE: THE PROVISIONS CONTAINED IN THIS LETTER OF INTENT ARE AN EXPRESSION OF THE PARTIES' INTEREST ONLY. SAID PROVISIONS TAKEN TOGETHER OR SEPARATELY ARE NEITHER AN OFFER WHICH BY AN "ACCEPTANCE" CAN BECOME A CONTRACT, NOR A CONTRACT. BY ISSUING THIS LETTER OF INTENT NEITHER TENANT NOR LANDLORD (OR C&W) SHALL BE BOUND TO ENTER INTO ANY (GOOD FAITH OR OTHERWISE) NEGOTIATIONS OF ANY KIND WHATSOEVER. TENANT RESERVES THE RIGHT TO NEGOTIATE WITH OTHER PARTIES. NEITHER TENANT, LANDLORD OR C&W INTENDS ON THE PROVISIONS CONTAINED IN THIS LETTER OF INTENT TO BE BINDING IN ANY MANNER, AS THE ANALYSIS FOR AN ACCEPTABLE TRANSACTION WILL INVOLVE ADDITIONAL MATTERS NOT ADDRESSED IN THIS LETTER, INCLUDING, WITHOUT LIMITATION, THE TERMS OF ANY COMPETING PROJECTS, OVERALL ECONOMIC AND LIABILITY PROVISIONS CONTAINED IN ANY LEASE DOCUMENT AND INTERNAL APPROVAL PROCESSES AND PROCEDURES. THE PARTIES UNDERSTAND AND AGREE THAT A CONTRACT WITH RESPECT TO THE PROVISIONS IN THIS LETTER OF INTENT WILL NOT EXIST UNLESS AND UNTIL THE PARTIES HAVE EXECUTED A FORMAL, WRITTEN LEASE AGREEMENT APPROVED IN WRITING BY THEIR RESPECTIVE COUNSEL. C&W IS ACTING SOLELY IN THE CAPACITY OF SOLICITING, PROVIDING AND RECEIVING INFORMATION AND PROPOSALS AND NEGOTIATING THE SAME ON BEHALF OF OUR CLIENTS. UNDER NO CIRCUMSTANCES WHATSOEVER DOES C&W HAVE ANY AUTHORITY TO BIND OUR CLIENTS TO ANY ITEM, TERM OR COMBINATION OF TERMS CONTAINED HEREIN. THIS LETTER OF INTENT IS SUBMITTED SUBJECT TO ERRORS, OMISSIONS, CHANGE OF PRICE, RENTAL OR OTHER TERMS; ANY SPECIAL CONDITIONS IMPOSED BY OUR CLIENTS; AND WITHDRAWAL WITHOUT NOTICE. WE RESERVE THE RIGHT TO CONTINUE SIMULTANEOUS NEGOTIATIONS WITH OTHER PARTIES ON BEHALF OF OUR CLIENT. NO PARTY SHALL HAVE ANY LEGAL RIGHTS OR OBLIGATIONS WITH RESPECT TO ANY OTHER PARTY, AND NO PARTY SHOULD TAKE ANY ACTION OR FAIL TO TAKE ANY ACTION IN DETRIMENTAL RELIANCE ON THIS OR ANY OTHER DOCUMENT OR COMMUNICATION UNTIL AND UNLESS A DEFINITIVE WRITTEN LEASE AGREEMENT IS PREPARED AND SIGNED BY TENANT AND LANDLORD.

EXHIBIT B
LANDLORD'S WORK

Certified Pad Work:

1. **Compaction.** The soils where the Building is to be located shall be compacted to 95% Standard Proctor at the time measured and certified by Landlord or its contractor.
2. **Zoning.** Any Special Use Permit required for the operation of the Premises for the Permitted Use.
3. **Utilities.** All utilities to be provided within five (5) feet of the building foundation. Landlord shall be responsible for all tap/connection and impact fees for all utilities. All utilities to be coordinated with Tenant's Architect.
4. **Plumbing.** Landlord shall stub the dedicated water line within five feet of the building foundation. Building sanitary drain size will be determined by Tenant's mechanical engineer based on total combined drainage fixture units (DFU's) for the entire building, but not less than 4 inch diameter. The drain shall be stubbed into the building per location coordinated by Tenant at an elevation no higher than 4 feet below finished floor elevation, to a maximum of 10 feet below finished floor elevation and within five feet from the building.
5. **Electrical.** Landlord shall extend the primary to the transformer location selected by the utility. Tenant shall be responsible for the secondary to the Building.
6. **Gas.** Landlord shall provide natural gas service, at a minimum will be rated to have 6' water column pressure and supply 800,000 BTU's. Natural gas pipeline shall be stubbed to within five feet of the building foundation.
7. **Telephone.** Landlord shall provide a single 2" PVC underground conduit entrance into Tenant's utility room to serve as chase way for new telephone service. Entrance conduit locations shall be coordinated with Tenant.
8. **Cable TV.** Landlord shall provide a single 2" PVC underground conduit entrance into Tenant's utility room to serve as a chase way for new cable television service. Entrance conduit location shall be coordinate with Tenant. Tenant shall have the right to place a satellite dish on the roof and run appropriate electrical cabling from the Premises to such satellite dish and/or install cable service to the Premises at no additional fee. Landlord shall reasonably cooperate and grant right of access with Tenant's satellite or cable provider to ensure there is no delay in acquiring such services.
9. **Tenant's Building Permit.** Landlord shall complete any other work or requirements necessary for Tenant to obtain a permit for the construction of the Building shell and Tenant Improvements from the City of Rockford, Illinois or any other applicable authority from which Tenant must receive a permit for its work.

Notwithstanding anything to the contrary contained hereinabove, Tenant acknowledges that Landlord may not be able to complete the stub for the sanitary sewer service as part of the Certified Pad Work and that such work may be completed within thirty (30) days of the Actual Delivery Date of the Certified Pad.

Exterior Site Development Work:

1. **Handicap Accessibility.** Full compliance with ADA and all local jurisdictions' handicap requirements: Landlord shall comply with all ADA regulations affecting the entrance to the Premises, including but not limited to, concrete curb cuts, ramps and walk approaches to/from the parking lot, parking lot striping for four (4) dedicated handicap stalls for a unit up to 20 station clinic and six (6) handicapped stalls for units over 20 stations, handicap stalls inclusive of pavement markings and stall signs with current local provisions for handicap parking stalls, delivery areas and walkways.

Finish floor elevation is to be determined per Tenant's architectural plan in conjunction with Tenant's civil engineering and grading plans. If required, Landlord to construct concrete ramp of minimum 5' width, provide safety rails if needed, provide gradual transitions from overhead canopy and parking lot grade to finish floor elevation. Concrete surfaces to be troweled for slip resistant finish condition accord to accessible standards.

2. Site Development Scope of Requirements:

Landlord to provide Tenant with a site boundary and topographic ALTA survey, civil engineering and grading plans prepared by a registered professional engineer. Civil engineering plan is to include necessary details to comply with municipal standards. Plans will be submitted to Tenant's Architect for coordination purposes. Site development is to include the following:

- Utility extensions, service entrance locations, inspection manholes.
- Parking lot design, stall sizes per municipal standard in conformance to zoning requirement;
- Site grading with storm water management control measures (detention/retention/restrictions);
- Refuse enclosure location & construction details for trash and recycling;
- Handicap stall location to be as close to front entrance as possible;
- Side walk placement for patron access, delivery via service entrance;
- Concrete curbing for greenbelt management;
- Site lighting;
- Conduits for Tenant's signage;
- Site and parking to accommodate tractor trailer 8 wheel truck delivery access to service entrance;
- Ramps and curb depressions;
- Landscaping shrub and turf as required per municipality;
- Irrigation system if Landlord so desires and will be designed by landscape architect and approved by planning department;
- Construction details, specifications/standards of installation and legends;
- Final grade will be sloped away from Building.

3. Refuse Enclosure. Landlord to provide a minimum 6" thick reinforced concrete pad approximate 100 to 150 SF based on Tenant's requirements and an 8' x 12' apron way to accommodate dumpster and vehicle weight. Enclosure to be provided as required by local codes.

4. Generator. Landlord to allow a generator to be installed onsite if required by code or Tenant chooses to provide one.

5. Site Lighting. Landlord to provide adequate lighting per code and to illuminate all parking, pathways, and building access points readied for connection into Tenant's power panel. Location of pole fixtures per Landlord's civil plan to maximize illumination coverage across site. Parking lot lighting to include a timer (to be programmed to Tenant's hours of operation) or a photocell. Parking lot lighting shall be connected to and powered by Landlord house panel, if multi-tenant building) and equipped with a code compliant 90 minute battery back up at all access points.

6. Parking Lot. Landlord shall provide adequate amount of handicap and standard parking stalls in accordance with dialysis use and overall building uses. Stalls to receive striping, lot to receive traffic directional arrows and concrete parking bumpers. Bumpers to be firmly spike anchored in place onto the asphalt per stall alignment.

Asphalt wearing and binder course to meet geographical location design requirements for parking area and for truck delivery driveway.

Asphalt to be graded gradual to meet handicap and civil site slope standards, graded into and out of new patient drop off canopy and provide positive drainage to in place storm catch basins leaving surface free of standing water, birth baths or ice build ups potential.

Notwithstanding anything to the contrary contained herein, in order to avoid damage to the asphalt in the parking field during Tenant's construction of the Building, Landlord shall not commence the top course paving of the parking lot, including striping of the parking field ("Top Course Work") by the Exterior Date. The Top Course Work shall be completed within thirty (30) days of Tenant's commencement of Tenant's interior Improvement Work, provided that Tenant will provide Landlord with not less than thirty (30) days notice of its commencement of its interior Improvement Work. Notwithstanding the foregoing, if Landlord has not then received notice from Tenant regarding the commencement of the Tenant's interior Improvement Work, Landlord may commence the Top Course Work on October 15.

7. Site Signage. Landlord to allow for an illuminated site and/or façade mounted signs. Power and a receptacle to be installed for Tenant's pylon/monument sign.

Section IX, Financial Feasibility

Criterion 1120.130 – Financial Viability Waiver

The project will be funded entirely with cash. A copy of DaVita's 2016 10-K Statement evidencing sufficient internal resources to fund the project was previously submitted on March 27, 2017.

Section X, Economic Feasibility Review Criteria
Criterion 1120.140(a), Reasonableness of Financing Arrangements

Attached at Attachment – 37A is a letter from Arturo Sida, Assistant Corporate Secretary of DaVita Inc. attesting that the total estimated project costs will be funded entirely with cash.



Kathryn Olson
Chair
Illinois Health Facilities and Services Review Board
525 West Jefferson Street, 2nd Floor
Springfield, Illinois 62761

Re: Reasonableness of Financing Arrangements

Dear Chair Olson:

I hereby certify under penalty of perjury as provided in § 1-109 of the Illinois Code of Civil Procedure, 735 ILCS 5/1-109 and pursuant to 77 Ill. Admin. Code § 1120.140(a) that the total estimated project costs and related costs will be funded in total with cash and cash equivalents.

Sincerely,

A handwritten signature in black ink, appearing to read "Arturo Sida".

Print Name: Arturo Sida
Its: Assistant Corporate Secretary, DaVita Inc.
Secretary, Total Renal Care, Inc.

Subscribed and sworn to me
This ___ day of ___, 2017

Notary Public

See Attached

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of Los Angeles

On May 22, 2017 before me, Kimberly Ann K. Burgo, Notary Public
(here insert name and title of the officer)

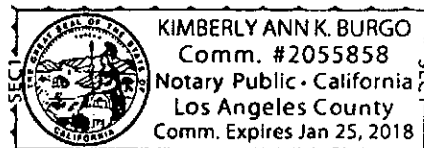
personally appeared *** Arturo Sida ***

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature



OPTIONAL INFORMATION

Law does not require the information below. This information could be of great value to any person(s) relying on this document and could prevent fraudulent and/or the reattachment of this document to an unauthorized document(s)

DESCRIPTION OF ATTACHED DOCUMENT

Title or Type of Document: Ltr. to K. Olson re Reasonableness of Financing (Alpine Dialysis / Total Renal Care, Inc.)

Document Date: May 22, 2017 Number of Pages: 1 (one)

Signer(s) if Different Than Above: _____

Other Information: _____

CAPACITY(IES) CLAIMED BY SIGNER(S)

Signer's Name(s):

☐ Individual

☒ Corporate Officer Assistant Secretary / Secretary

(Title(s))

☐ Partner

☐ Attorney-in-Fact

☐ Trustee

☐ Guardian/Conservator

☐ Other: _____

SIGNER IS REPRESENTING: Name of Person or Entity DaVita Inc. / Alpine Dialysis / Total Renal Care, Inc.

Section X, Economic Feasibility Review Criteria
Criterion 1120.140(b), Conditions of Debt Financing

This project will be funded in total with cash and cash equivalents. Accordingly, this criterion is not applicable.

Section X, Economic Feasibility Review Criteria
Criterion 1120.140(c), Reasonableness of Project and Related Costs

1. The Cost and Gross Square Feet by Department is provided in the table below.

COST AND GROSS SQUARE FEET BY DEPARTMENT OR SERVICE									
Department (list below) CLINICAL	A	B	C	D	E	F	G	H	Total Cost (G + H)
	Cost/Square Foot New	Mod.	Gross Sq. Ft. New Circ.*		Gross Sq. Ft. Mod. Circ.*		Const. \$ (A x C)	Mod. \$ (B x E)	
CLINICAL									
ESRD	\$191.75		4,605				\$883,000		\$883,000
Contingency	\$19.17		4,605				\$88,300		\$88,300
TOTAL CLINICAL	\$210.92		4,605				\$971,300		\$971,300
NON- CLINICAL									
Admin	\$191.70		1,445				\$277,000		\$277,000
Contingency	\$19.17		1,445				\$27,700		\$27,700
TOTAL NON- CLINICAL	\$210.87		1,445				\$304,700		\$304,700
TOTAL	\$210.91		6,050				\$1,276,000		\$1,276,000

* Include the percentage (%) of space for circulation

2. As shown in Table 1120.310(c) below, the project costs are below the State Standard.

Table 1120.310(c)			
	Proposed Project	State Standard	Above/Below State Standard
Modernization Construction Contracts & Contingencies	\$971,300	\$278.19 x 4,605 GSF = \$1,281,065	Below State Standard
Contingencies	\$88,300	10% of New Construction Contracts 10% x \$883,000 = \$88,300	Meets State Standard
Architectural/Engineering Fees	\$71,800	6.95% - 10.43% of New Construction Contracts + Contingencies) = 6.95% - 10.43% x (\$883,000 + \$88,300) = 6.95% - 10.43% x \$971,200 = \$67,498 -	Meets State Standard

Table 1120.310(c)			
	Proposed Project	State Standard	Above/Below State Standard
		\$101,296	
Consulting and Other Fees	\$40,933	No State Standard	No State Standard
Moveable Equipment	\$372,594	\$53,682.74 per station x 8 stations \$53,682.74 x 8 = \$429,461	Meets State Standard
Fair Market Value of Leased Space or Equipment	\$723,395	No State Standard	No State Standard

Section X, Economic Feasibility Review Criteria
Criterion 1120.310(d), Projected Operating Costs

Operating Expenses: \$1,593,307

Treatments: 6,864

Operating Expense per Treatment: \$232.13

Section X, Economic Feasibility Review Criteria
Criterion 1120.310(e), Total Effect of Project on Capital Costs

Capital Costs:

Depreciation:	\$157,795
Amortization:	\$7,711
Total Capital Costs:	\$165,506

Treatments: 6,864

Capital Costs per Treatment: \$24.11

Section XI, Safety Net Impact Statement

1. This criterion is required for all substantive and discontinuation projects. DaVita Inc. and its affiliates are safety net providers of dialysis services to residents of the State of Illinois. DaVita is a leading provider of dialysis services in the United States and is committed to innovation, improving clinical outcomes, compassionate care, education and Kidney Smarting patients, and community outreach. A copy of DaVita's 2016 Community Care report, which details DaVita's commitment to quality, patient centric focus and community outreach, is included as part of the Applicants' application. As referenced in the report, DaVita led the industry in quality, with twice as many Four- and Five-Star centers than other major dialysis providers. DaVita also led the industry in Medicare's Quality Incentive Program, ranking No. 1 in three out of four clinical measures and receiving the fewest penalties. DaVita has taken on many initiatives to improve the lives of patients suffering from CKD and ESRD. These programs include Kidney Smart, IMPACT, CathAway, and transplant assistance programs. Furthermore, DaVita is an industry leader in the rate of fistula use and has the lowest day-90 catheter rates among large dialysis providers. During 2000 - 2014, DaVita improved its fistula adoption rate by 103 percent. Its commitment to improving clinical outcomes directly translated into 7% reduction in hospitalizations among DaVita patients.
2. The proposed project will not impact the ability of other health care providers or health care systems to cross-subsidize safety net services. As shown in Table 1110.1430(b), the utilization of existing dialysis facilities within the Alpine GSA that have been operational for at least 2 years is 83.33%. There are 69 late-stage CKD patients selected from Dr. Ahmed's practice who all reside within 5 miles and 15 minutes of the proposed Alpine Dialysis. Conservatively, Dr. Ahmed anticipates 44 of these patients will initiate dialysis within 12 to 24 months of project completion. As such, the proposed facility is necessary to allow the existing facilities to operate at their optimum capacity while at the same time accommodating the growing demand for dialysis services. Accordingly, the proposed dialysis facility will not impact other general health care providers' ability to cross-subsidize safety net services.

Further, patient census among the existing facilities within the Alpine GSA has increased 5.4% since March 31, 2015. This growth is anticipated to continue to increase for the foreseeable future. The U.S. Centers for Disease Control and Prevention estimates 15% of American adults have some level of CKD. Kidney disease is often silent until the late stages when it can be too late to head off kidney failure. As more working families obtain health insurance through the ACA¹⁶ and 1.5 million Medicaid beneficiaries transition from traditional fee for service Medicaid to Medicaid managed care,¹⁷ more individuals in high risk groups now have better access to primary care and kidney screening. As a result of these health care reform initiatives, DaVita anticipates continued increases in newly diagnosed cases of CKD in the years ahead. Once diagnosed, many of these patients will be further along in the progression of CKD due to the lack of nephrologist care prior to diagnosis. It is imperative that enough stations are available to treat this new influx of ESRD patients, who will require dialysis in the next couple of years.

3. The proposed project is for the establishment of Alpine Dialysis. As such, this criterion is not applicable.

¹⁶ According to data from the Kaiser Family Foundation 356,403 Illinois residents enrolled in a health insurance program through the ACA (THE HENRY J. KAISER FAMILY FOUNDATION, TOTAL MARKETPLACE ENROLLMENT available at <http://www.kff.org/health-reform/state-indicator/total-marketplace-enrollment/?currentTimeframe=0&sortModel=%7B%22colId%22:%22Location%22,%22sort%22:%22asc%22%7D> (last visited Jul. 24, 2017)).

¹⁷ In January 2011, the Illinois General Assembly passed legislation mandating 50% of the Medicaid population to be covered by a managed care program by 2015.

4. A table showing the charity care and Medicaid care provided by the Applicants for the most recent three calendar years is provided below.

Safety Net Information per PA 96-0031			
CHARITY CARE			
	2014	2015	2016
Charity (# of patients)	146	109	110
Charity (cost in dollars)	\$2,477,363	\$2,791,566	\$2,400,299
MEDICAID			
	2014	2015	2016
Medicaid (# of patients)	708	422	297
Medicaid (revenue)	\$8,603,971	\$7,381,390	\$4,692,716

Section XII, Charity Care Information

The table below provides charity care information for all dialysis facilities located in the State of Illinois that are owned or operated by the Applicants.

CHARITY CARE			
	2014	2015	2016
Net Patient Revenue	\$266,319,949	\$311,351,089	\$353,226,322
Amount of Charity Care (charges)	\$2,477,363	\$2,791,566	\$2,400,299
Cost of Charity Care	\$2,477,363	\$2,791,566	\$2,400,299

Appendix I – Physician Referral Letter

Attached as Appendix 1 is the physician referral letter from Dr. Syed Ahmed projecting 44 pre-ESRD patients will initiate dialysis within 12 to 24 months of project completion.

Syed M. Ahmed, M.B.B.S, M.D.
Rockford Nephrology Associates, LLC
612 Roxbury Road
Rockford, Illinois 61107

Kathryn J. Olson
Chair
Illinois Health Facilities and Services Review Board
525 West Jefferson Street, 2nd Floor
Springfield, Illinois 62761

Dear Chair Olson:

I am a nephrologist in practice with Rockford Nephrology Associates, LLC ("RNA"). I am writing on behalf of RNA in support of DaVita's establishment of Alpine Dialysis, for which I will be the medical director. The proposed 8-station chronic renal dialysis facility, to be located in Rockford, Illinois 61109 will directly benefit our patients.

DaVita's proposed facility will improve access to necessary dialysis services in the greater Rockford community. DaVita is well-positioned to provide these services, as it delivers life sustaining dialysis for residents of similar communities throughout the country and abroad. It has also invested in many quality initiatives to improve its patients' health and outcomes.

The site of the proposed facility is close to Interstate 90 (I-90) and will provide better access to patients residing in the City of Rockford. Utilization of facilities in operation for more than two years within the 30 minute Geographic Service Area of the proposed facility was 83.33%, according to March 31, 2017 reported census data.

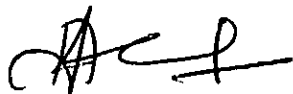
I have identified 569 patients from my practice who are suffering from CKD, who all reside within either the ZIP code of the proposed facility (61109) or the next closest ZIP code to proposed facility (61104). Taking only the late stage CKD patients from 61109 (Stage 4 and Stage 5) and the very latest (Stage 5) CKD patients from 61104, provides 69 CKD patients in support of the application. Conservatively, I predict at least 44 of the 69 late Stage 4 or 5 CKD patients from these two ZIP codes will progress to dialysis within the next 12 to 24 months. My large patient base and the significant utilization at nearby facilities demonstrate considerable demand for this facility.

A list of patients who have received care at existing facilities in the area over the past 3 years and most recent quarter is provided at Attachment – 1. A list of new patients my practice has referred for in-center hemodialysis for the past year and most recent quarter is provided at Attachment – 2. The list of zip codes for the 69 pre-ESRD patients previously referenced is provided at Attachment – 3.

These patient referrals have not been used to support another pending or approved certificate of need application. The information in this letter is true and correct to the best of my knowledge.

DaVita is a leading provider of dialysis services in the United States and I support the proposed establishment of Alpine Dialysis.

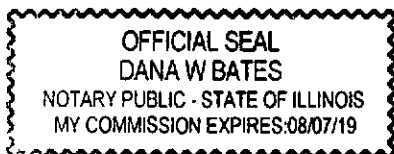
Sincerely,



Syed M. Ahmed, M.B.B.S, M.D.
Nephrologist
Rockford Nephrology Associates, LLC
612 Roxbury Road
Rockford, Illinois 61107

Subscribed and sworn to me
This 10th day of July, 2017

Notary Public: Dana W. Bates



Attachment 1
Historical Patient Utilization

Churchview Dialysis							
2014		2015		2016		END Q1 2017 (3/31)	
Pt Count	Zip Code	Pt Count	Zip Code	Pt Count	Zip Code	Pt Count	Zip Code
15	61108	18	61008	1	60119	1	60140
1	61011	2	61011	4	61008	1	60950
1	61012	3	61016	1	61011	4	61008
2	61016	1	61032	1	61016	1	61011
3	61065	1	61047	4	61065	2	61016
2	61073	4	61073	2	61073	4	61065
1	61080	2	61080	1	61080	2	61073

Attachment 1
Historical Patient Utilization

Dixon Kidney Center							
2014		2015		2016		END Q1 2017 (3/31)	
Pt Count	Zip Code	Pt Count	Zip Code	Pt Count	Zip Code	Pt Count	Zip Code
2	61367	20	61021	23	61021	25	61021
16	61021	2	61310	1	61310	2	61310
1	61310	2	61064	2	61064	2	61064
1	61064	1	61068	1	61068	1	61068
1	61068	1	61054	1	61054	2	61054
1	61081	1	62367	2	61061	2	61061
2	61061	1	61061	1	61367	1	61367
1	61054			1	61006	1	61006
2	61064						

Historical Patient Utilization

Driftwood Dialysis							
2014		2015		2016		END Q1 2017 (3/31)	
Pt Count	Zip Code	Pt Count	Zip Code	Pt Count	Zip Code	Pt Count	Zip Code
12	61032	10	61032	9	61032	8	61032
		1	61054	1	61046	1	61046
		1	61063	1	61088	1	61088

Historical Patient Utilization

Roxbury Dialysis							
2014		2015		2016		END Q1 2017 (3/31)	
Pt Count	Zip Code	Pt Count	Zip Code	Pt Count	Zip Code	Pt Count	Zip Code
1	60123	1	60192	2	61008	2	61008
14	61008	11	61008	1	61016	1	61016
1	61011	2	61016	1	61052	1	61052
1	61016	1	61023	1	61080	1	61080
1	61023	1	61052	7	61101	6	61101
1	61032	1	61061	6	61102	5	61102
1	61049	1	61073	5	61103	5	61103
1	61052	1	61080	4	61104	6	61104
2	61073	6	61101	19	61107	20	61107
2	61101	4	61102	14	61108	13	61108
3	61102	6	61103	10	61109	11	61109
6	61103	4	61104	8	61111	6	61111
4	61104	21	61107	8	61114	7	61114
18	61107	13	61108	4	61115	3	61115
14	61108	10	61109	1	61126	1	61126
11	61109	5	61111			1	61132
5	61111	8	61114				
10	61114	3	61115				
4	61115	1	61126				

Historical Patient Utilization

Stonecrest Dialysis							
2014		2015		2016		END Q1 2017 (3/31)	
Pt Count	Zip Code	Pt Count	Zip Code	Pt Count	Zip Code	Pt Count	Zip Code
9	61108	8	61108	5	61108	4	61108
6	61103	8	61103	17	61102	18	61102
16	61104	14	61104	1	61115	1	61115
17	61102	17	61102	25	61104	26	61104
6	61101	7	61101	6	61109	6	61109
1	61107	1	61107	9	61101	9	61101
5	61109	5	61109	5	61103	3	61114
2	61010	1	61111	4	61114	4	61103
1	61126	1	61114				
		1	61126				

Historical Patient Utilization

Machesney Park Dialysis							
2014		2015		2016		END Q1 2017 (3/31)	
Pt Count	Zip Code	Pt Count	Zip Code	Pt Count	Zip Code	Pt Count	Zip Code
NA	NA	NA	NA	2	61103	1	61108
				8	61111	1	61114
				11	61115	1	61073
				1	61011	2	61103
				2	61073	7	61111
				2	61072	11	61115
				1	61065	1	61011
				2	61080	2	61073
						2	61072
						1	61065
						2	61080

Historical Patient Utilization

Timber Creek Dialysis							
2014		2015		2016		END Q1 2017 (3/31)	
Pt Count	Zip Code	Pt Count	Zip Code	Pt Count	Zip Code	Pt Count	Zip Code
21	60115	22	60115	2	61068	19	60115
4	61068	1	60135	21	60115	1	60113
1	60550	2	60520	1	60620	1	61068
1	60520	1	61020	1	60520	1	60620
1	60150	1	61068	1	60550	1	60520
1	61020			1	60116	1	60550
						1	61068

Attachment 2
New Patients

Churchview Dialysis			
2016		2017 YTD 3/31	
Pt Count	Zip Code	Pt Count	Zip Code
1	61008	1	61008
1	61073	1	61103
2	61101	1	61106
4	61103	1	61108
2	61104	2	61109
5	61107	1	61114
2	61108	2	61115
7	61109		
5	61111		
2	61114		

New Patients

Dixon Kidney Center			
2016		2017 YTD 3/31	
Pt Count	Zip Code	Pt Count	Zip Code
4	61021	1	61310
1	61367	2	61021
1	61006	1	61054
1	61061		

New Patients

Driftwood Dialysis			
2016		2017 YTD 3/31	
Pt Count	Zip Code	Pt Count	Zip Code
1	61046	NA	NA
1	61088		
1	61032		

New Patients

Roxbury Dialysis			
2016		2017 YTD 3/31	
Pt Count	Zip Code	Pt Count	Zip Code
2	61008	1	61008
1	61072	1	61104
2	61101	1	61107
2	61102	4	61108
1	61104	3	61109
7	61107	1	61132
9	61108		
5	61109		
7	61111		
1	61114		
3	61115		

New Patients

Stonecrest Dialysis			
2016		2017 YTD 3/31	
Pt Count	Zip Code	Pt Count	Zip Code
5	61104	3	61104
3	61102	1	61102
3	61109		
1	61114		
1	61010		
2	61101		
1	61103		

New Patients

Machesney Park Dialysis			
2016		2017 YTD 3/31	
Pt Count	Zip Code	Pt Count	Zip Code
1	61108	1	61108
2	61103	1	61114
8	61111	1	61073
11	61115	1	61111
1	61011		
2	61073		
2	61072		
1	61065		
2	61080		

New Patients

Timber Creek Dialysis			
2016		2017 YTD 3/31	
Pt Count	Zip Code	Pt Count	Zip Code
2	61068	1	60113

Attachment 3
Pre-ESRD Patients

Zip Code	Total
61109	59
61104	10
Total	69

Appendix 2 – Time & Distance Determination

Attached as Appendix 2 are the distance and normal travel time from all existing dialysis facilities in the GSA to the proposed facility, as determined by MapQuest.

YOUR TRIP TO:



3157 S Alpine Rd

17 MIN | 8.7 MI

Est. fuel cost: \$0.83

Trip time based on traffic conditions as of 3:19 PM on May 8, 2017. Current Traffic: Heavy

Forest City Rockford Dialysis to proposed site for Alpine Dialyiss



1. Start out going east on W State St/US-20 Bus E toward N Springfield Ave.

Then 0.04 miles

0.04 total r



2. Take the 1st right onto Springfield Ave.

If you reach Ashley Ave you've gone a little too far.

Then 3.97 miles

4.00 total r



3. Springfield Ave becomes Harrison Ave.

Then 4.08 miles

8.09 total r



4. Turn right onto S Alpine Rd.

S Alpine Rd is 0.1 miles past Manchester Dr.

If you reach Holmes St you've gone about 0.1 miles too far.

Then 0.61 miles

8.70 total r



5. 3157 S Alpine Rd, Rockford, IL 61109-2650, 3157 S ALPINE RD is on the right.

Your destination is just past Oconnell St.

If you reach American Rd you've gone a little too far.

Use of directions and maps is subject to our [Terms of Use](#). We don't guarantee accuracy, route conditions or usability. You assume all risk of t

Appendix - 2

YOUR TRIP TO:



3157 S Alpine Rd

11 MIN | 4.8 MI

Est. fuel cost: \$0.46

Trip time based on traffic conditions as of 3:21 PM on May 8, 2017. Current Traffic: Heavy

Stonecrest Dialysis to proposed site for Alpine Dialysis



1. Start out going east on E State St/US-20 Bus E toward Regan St.

Then 2.39 miles

2.39 total r



2. Turn right onto S Alpine Rd.

*S Alpine Rd is 0.6 miles past Fairview Ave.**If you are on E State St and reach Brendenwood Ter you've gone about 0.1 miles too far.*

Then 2.39 miles

4.78 total r



3. 3157 S Alpine Rd, Rockford, IL 61109-2650, 3157 S ALPINE RD is on the right.

*Your destination is just past Oconnall St.**If you reach American Rd you've gone a little too far.*Use of directions and maps is subject to our [Terms of Use](#). We don't guarantee accuracy, route conditions or usability. You assume all risk of u

Appendix - 2

YOUR TRIP TO:

3157 S Alpine Rd

18 MIN | 7.5 MI 

Est. fuel cost: \$0.71

Trip time based on traffic conditions as of 3:23 PM on May 8, 2017. Current Traffic: Moderate

Rockford Memorial Hospital Dialysis to proposed site for Alpine Dialysis



1. Start out going **south** on N Rockton Ave toward Bell Ave.

Then 0.69 miles

0.69 total r



2. Turn **left** onto Auburn St.

Auburn St is just past Vernon St.

If you reach Benderwirt Ave you've gone a little too far.

Then 0.30 miles

0.99 total r



3. Take the 2nd **right** onto Ridge Ave.

Ridge Ave is just past Carney Ave.

If you reach Bruner St you've gone a little too far.

Then 0.51 miles

1.49 total r



4. Turn **slight left** onto Whitman St.

Whitman St is 0.1 miles past North Ave.

Then 0.72 miles

2.21 total r



5. Turn **slight right** onto N 6th St.

N 6th St is 0.4 miles past N Main St.

Then 0.58 miles

2.79 total r



6. Turn **left** onto E State St.

E State St is just past E Jefferson St.

If you are on S 6th St and reach Charles St you've gone a little too far.

Then 0.07 miles

2.86 total r

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7. Take the 1st right onto Charles St.

Charles St is just past Hall St.

If you reach N Longwood St you've gone a little too far.

Then 2.76 miles

5.62 total



8. Charles St becomes Center Ter.

Then 0.13 miles

5.75 total



9. Turn right onto S Alpine Rd.

Then 1.70 miles

7.45 total



10. 3157 S Alpine Rd, Rockford, IL 61109-2650, 3157 S ALPINE RD is on the right.

Your destination is just past Oconnell St.

If you reach American Rd you've gone a little too far.


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YOUR TRIP TO:

3157 S Alpine Rd



10 MIN | 3.9 MI 

Est. fuel cost: \$0.37

Trip time based on traffic conditions as of 3:24 PM on May 8, 2017. Current Traffic: Heavy

Roxbury Dialysis to proposed site for Alpine Dialysis



1. Start out going **south** on Roxbury Rd toward Strathmoor Dr.

Then 0.44 miles

0.44 total r



2. Turn **right** onto E State St/US-20 Bus W.

E State St is 0.4 miles past Strathmoor Dr.

If you are on Arnold Ave and reach Midvale Dr you've gone about 0.2 miles too far.

Then 1.11 miles

1.54 total r



3. Turn **left** onto Alpine Rd.

Alpine Rd is just past Alder Ave.

If you reach Lynmar Ct you've gone about 0.3 miles too far.

Then 2.39 miles

3.93 total r



4. 3157 S Alpine Rd, Rockford, IL 61109-2650, 3157 S ALPINE RD is on the **right**.

Your destination is just past Oconnell St.

If you reach American Rd you've gone a little too far.

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YOUR TRIP TO:

3157 S Alpine Rd

13 MIN | 5.6 MI 

Est. fuel cost: \$0.53

Trip time based on traffic conditions as of 3:29 PM on May 8, 2017. Current Traffic: Heavy

Churchview Dialysis to proposed site for Alpine Dialysis



1. Start out going **south** on Ware Ave toward Argus Dr.

Then 0.12 miles

0.12 total r



2. Take the 1st right onto Argus Dr.

Then 0.10 miles

0.21 total r



3. Turn left onto N Perryville Rd.

If you reach Deane Dr you've gone about 0.1 miles too far.

Then 2.19 miles

2.40 total r



4. Turn right onto Harrison Ave.

Harrison Ave is just past S Perryville Rd.

If you reach Vandiver Rd you've gone about 0.1 miles too far.

Then 2.55 miles

4.95 total r



5. Turn left onto S Alpine Rd.

S Alpine Rd is 0.1 miles past Holmes St.

If you are on Harrison Ave and reach Manchester Dr you've gone about 0.1 miles too far.

Then 0.61 miles

5.56 total r



6. 3157 S ALPINE RD is on the right.

Your destination is just past Oconnell St.

If you reach American Rd you've gone a little too far.

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YOUR TRIP TO:



3157 S Alpine Rd

17 MIN | 9.9 MI

Est. fuel cost: \$0.94

Trip time based on traffic conditions as of 3:31 PM on May 8, 2017. Current Traffic: Moderate

Machesney Park Dialysis to proposed site for Alpine Dialysis



1. Start out going **south** on N Perryville Rd toward Harlem Rd.

Then 1.24 miles

1.24 total r



2. Turn **right** onto N Mulford Rd.

N Mulford Rd is 0.3 miles past Shale Dr.

If you are on N Perryville Rd and reach Nimtz Rd you've gone about 0.6 miles too far.

Then 6.54 miles

7.78 total r



3. Turn **right** onto Harrison Ave.

Harrison Ave is just past Columbia Pkwy.

Then 1.53 miles

9.31 total r



4. Turn **left** onto S Alpine Rd.

S Alpine Rd is 0.1 miles past Holmes St.

If you are on Harrison Ave and reach Manchester Dr you've gone about 0.1 miles too far.

Then 0.61 miles

9.92 total r



5. 3157 S ALPINE RD is on the **right**.

Your destination is just past Oconnell St.

If you reach American Rd you've gone a little too far.

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Appendix - 2

YOUR TRIP TO:



3157 S Alpine Rd, Rockford, IL, 61109-2650

19 MIN | 11.3 MI

Est. fuel cost: \$1.06

Trip time based on traffic conditions as of 3:39 PM on May 8, 2017. Current Traffic: Moderate

Belvidere Dialysis to proposed site for Alpine Dialysis



1. Start out going **northwest** on Henry Luckow Ln toward Henry Luckow Dr.

Then 0.04 miles

0.04 total r



2. Take the 1st **left** onto Doc Wolf Dr.

If you reach the end of Henry Luckow Dr you've gone about 0.1 miles too far.

Then 0.12 miles

0.16 total r



3. Take the 1st **right** onto N State St/US-20 Bus W. Continue to follow US-20 Bus W.

If you are on High Line St and reach Davis Dr you've gone a little too far.

Then 7.06 miles

7.22 total r



4. Turn **left** onto S Mulford Rd.

S Mulford Rd is just past N Mulford Rd.

If you reach Phelps Ave you've gone about 0.2 miles too far.

Then 1.94 miles

9.16 total r



5. Turn **right** onto Harrison Ave.

Harrison Ave is just past Columbia Pkwy.

Then 1.53 miles

10.69 total r



6. Turn **left** onto S Alpine Rd.

S Alpine Rd is 0.1 miles past Holmes St.

If you are on Harrison Ave and reach Manchester Dr you've gone about 0.1 miles too far.

Then 0.61 miles

11.30 total r

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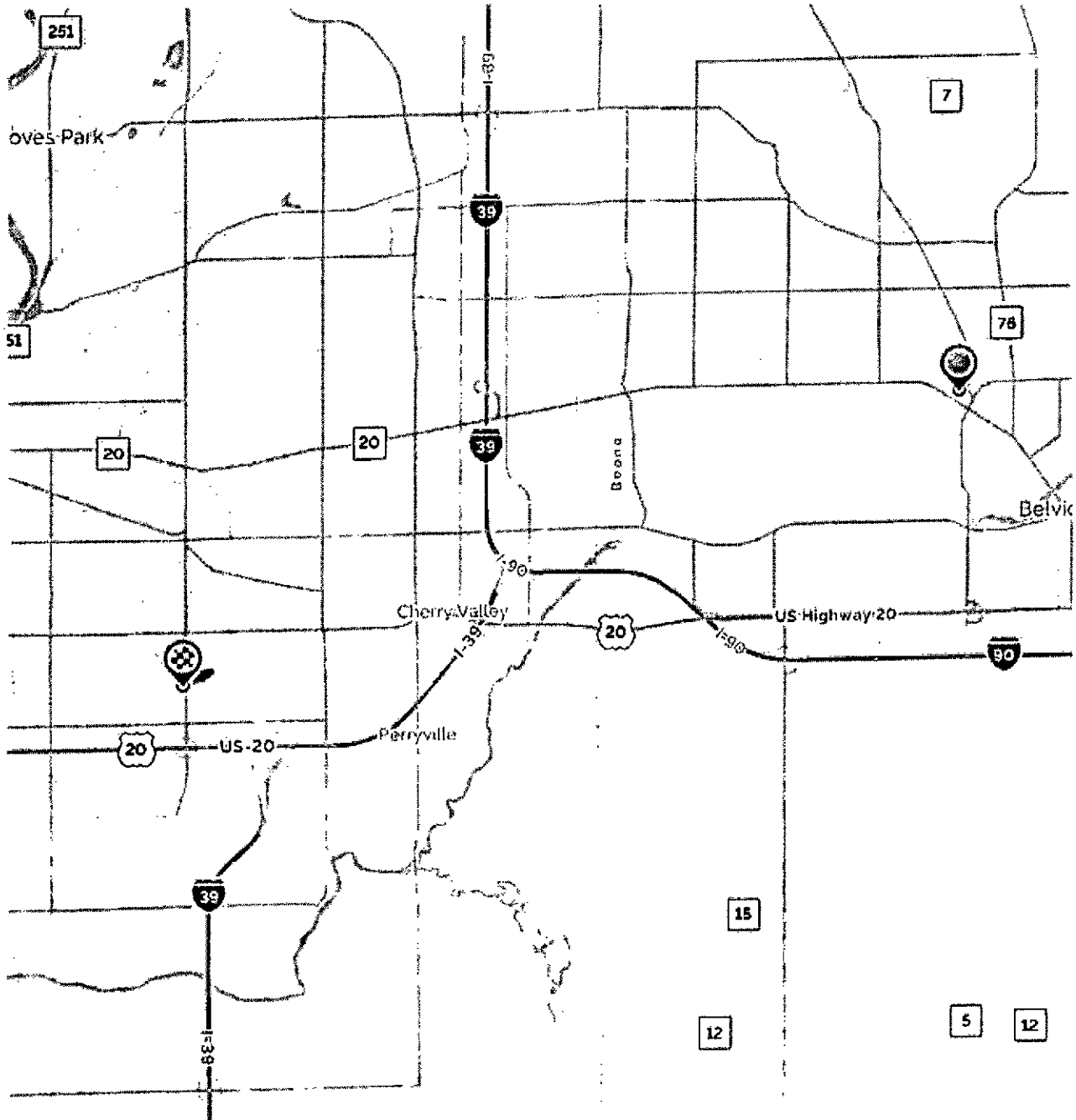


7. 3157 S Alpine Rd, Rockford, IL 61109-2650, 3157 S ALPINE RD is on the right.

Your destination is just past Oconnell St.

If you reach American Rd you've gone a little too far.

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